



VISTA UNIFIED SCHOOL DISTRICT

OCTOBER 01, 2020

RFP # V20210377RFP

BOND CONSTRUCTION SUPPORT SERVICES

Proposals Due: Monday, 10/26/20 @ 2:00pm

Purchasing Department: 1234 Arcadia Ave

Vista, CA 92084

Requests for Information/Interpretation: email only to Kevin Lesko – [kevinlesko@vistausd.org](mailto:kevinlesko@vistausd.org)

RFIs Due: Wednesday, 10/14/20 @ 2:00pm

Addenda (if necessary) Issued: Friday, 10/16/20

## **NOTICE TO CONSULTANTS**

NOTICE IS HEREBY GIVEN THAT THE GOVERNING BOARD (“BOARD”) OF THE VISTA UNIFIED SCHOOL DISTRICT (“DISTRICT”), WILL RECEIVE UP TO BUT NOT LATER THAN **2:00PM PST, OCTOBER 26, 2020** AT THE VISTA UNIFIED SCHOOL DISTRICT OFFICE OF, 1234 ARCADIA AVE, VISTA, CA 92084, SEALED PROPOSALS FOR THE FOLLOWING:

### **PREQUALIFICATION FOR BOND CONSTRUCTION SUPPORT SERVICES**

ANY PROPOSALS THAT ARE SUBMITTED AFTER THIS TIME SHALL BE NON-RESPONSIVE AND RETURNED UNOPENED TO THE CONSULTANT. ANY CLAIM BY A CONSULTANT OF ERROR IN ITS PROPOSAL MUST BE MADE IN COMPLIANCE WITH SECTION 5100 ET SEQ. OF THE PUBLIC CONTRACT CODE.

VENDOR PRE-QUALIFICATION: PURSUANT TO PUBLIC CONTRACT CODE SECTION 20111.5, ONLY PREREGISTERED CONTRACTORS WILL BE ELIGIBLE TO SUBMIT A PROPOSAL FOR THIS PROJECT. ANY PROPOSAL SUBMITTED BY A CONTRACTOR WHO IS NOT PREREGISTERED SHALL BE NON-RESPONSIVE AND RETURNED UNOPENED TO THE CONTRACTOR. CONTRACTORS CAN REGISTER THROUGH QUALITY BIDDER’S WEBSITE AT: [https://www.qualitybidders.com/pages/how\\_it\\_works](https://www.qualitybidders.com/pages/how_it_works)

### **MINIMUM QUALIFICATIONS**

THE CONSULTANT MUST HAVE HAD AT LEAST FIVE (5) YEARS’ EXPERIENCE IN SERVICES AREAS THAT ARE SIMILAR IN NATURE AND SCOPE AS THOSE DESCRIBED HEREIN AND AT LEAST FIVE (5) YEARS’ EXPERIENCE WORKING WITH THE DIVISION OF THE STATE ARCHITECT (“DSA”).

THE DISTRICT IS REQUESTING PROPOSALS FOR BOND CONSTRUCTION SUPPORT SERVICES FROM INTERESTED FIRMS FOR SCHOOL MODERNIZATION, NEW CONSTRUCTION, MODULAR BUILDINGS, AND/OR OTHER CAPITAL PROJECTS RELATED TO THE DISTRICT’S BOND MEASURE LL PROGRAM.

IT IS THE INTENTION OF THE DISTRICT TO IDENTIFY A LIST OF FIRMS THAT CAN PROVIDE FULL SERVICE BOND CONSTRUCTION SUPPORT SERVICES TO THE DISTRICT INCLUDING BUT NOT LIMITED TO: STAFF AUGMENTATION AND/OR SPECIAL PROJECT(S) DELIVERY SERVICES IN THE AREAS OF PROGRAM MANAGEMENT, PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, DESIGN MANAGEMENT AND RELATED SERVICES FOR BOND PROGRAM CONSTRUCTION AND MODERNIZATION OF SCHOOL FACILITIES.

THE DISTRICT SHALL PREQUALIFY FIRMS DEEMED THE MOST RESPONSIVE RESPONSIBLE CONSULTANT BASED ON FIRM INFORMATION AND EXPERIENCE, PROPOSED CONSTRUCTION/ PROJECT MANAGER TEAM, ABILITY TO ATTRACT AND RETAIN QUALIFIED CANDIDATES, CAPABILITIES, AND FEE PROPOSAL/COST.

SPECIFICATIONS FOR THIS REQUEST FOR PROPOSAL ARE ON THE VISTA UNIFIED SCHOOL DISTRICT WEBSITE FOR INTERESTED CONSULTANTS. PROPOSALS MUST ARRIVE IN A SEALED ENVELOPE AT THE ABOVE ADDRESS BEFORE THE ABOVE DATE AND TIME. PROPOSALS MUST BE EFFECTIVE FOR NINETY (90) DAYS FOLLOWING DEADLINE FOR THE RECEIPT OF PROPOSALS.

## **PROPOSAL FORMS AND CONTENT**

Vista Unified School District invites proposals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Bond Construction Support Services to the District for the projects identified in the District's Measure LL Bond program. More information about the District's Measure LL Bond program at <https://vistausd.org/measureLL>

## **TIMELINE FOR SUBMITTING PROPOSALS AND FINAL SELECTION FOR PREQUALIFIED POOL**

Release of Request for Proposal	October 01, 2020
Last Day to Submit Questions (by email only)	October 14, 2020 2:00pm
Addenda (if needed) Issued	October 16, 2020
Deadline for Receipt of Proposals	October 26, 2020 2:00pm
Interview of Finalist(s)	Week of 11/2 – 11/6
Anticipated Board Approval	November 12, 2020

The District may, at its discretion, interview some of the respondents. The District intends to schedule these interviews to take place the week of 11/2 – 11/6. This RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all responses. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain property of the District.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

The proposals should be concise, well organized and demonstrate the respondent's qualifications and experience applicable to the envisioned project. Proposals shall not exceed **twenty (20) 8½ x 11 one-sided pages**, excluding Construction/Project Manager resumes and required forms in Exhibit 1B. If your proposal exceeds the page number allowance, your proposal will be deemed non-responsive and your firm will be disqualified from this recruitment. Please submit a minimum of four (4) bound copies and an electronic version.

### **1. Responsibilities of Firm**

The District intends to select **the firm** that best meet(s) the District's needs to perform the bond construction support services as described in this **RFP Proposal Instruction** which includes the following:

- Exhibit A – Summary of Measure LL Bond Program.
- Exhibit 1 – VUSD Sample Independent Consultant Agreement
  - Exhibit 1A Consultant's Hourly Rates
  - Exhibit 1B Required Forms

The District intends to award Contracts to the most qualified proposers to this solicitation. The Firms may provide staff augmentation services and/or special project(s) delivery services in the areas of program management, project management, design management, construction management, and related

services as described in this RFP. Firms will provide, in response to a Request for Proposals (“Request”) the following:

1. Firms will be requested to submit qualified Construction/Project Manager’s candidate resumes in competition for the selection of personnel to provide support to the District’s bond program.
  - a. Selected candidates will provide services at a VUSD location per assignment requirements.
  - b. Candidates submitted by Firms may be an employee of either the Firm or a subconsultant to the Contracted Firm.
  - c. Pricing shall be in accordance with Exhibit “1A” Hourly Rates and Position Classifications. No second tier subconsultants are allowed under this contract.
  - d. The technical, educational and experience requirements for each position will be detailed in each Request.

Firms will be responsible for ensuring that all personnel provided by the Firm including subconsultants, are fully trained and familiar with applicable VUSD Bond Program contract obligations as well as District Design Criteria, Proprietary and Desired Standards, and related policies and procedures. The Firms are responsible for all actions, inactions, errors, and omissions of its provided personnel and subconsultants that cause damage and/loss to the District and/or third parties.

The District may conduct Performance Evaluations of Firms on an annual basis for the term of the Contract, or when deemed necessary by the District. The District will use as part of these evaluations, the Key Performance Indicators (“KPI’s”) for the District’s Bond Program.

Hourly Compensation for each assignment issued under this Contract, if any, will be in accordance with Exhibit 1A Hourly Rates and Position Classifications identifying hourly rates for each specific position for the appropriate calendar year services are rendered. The hourly rates shown on the Exhibit 1A Hourly Rates and Position Classifications are inclusive of all wages, expenses, overhead, reimbursable, and profit (“fully burdened rate(s)”). The Firm shall provide each position description(s) and the fully burdened hourly compensation rate associated with the particular position.

The District may provide a workstation/desk space at the District Office and/or at a construction trailer. Any required supplies, technology/electronics, cell phone, PPEs, tools, transportation or other related items necessary for the completion of the services provided under this RFP is not provided by the District and shall be provided for their employees by the Firm. Such costs shall be included in the fully burdened rates listed in Exhibit 1A.

The District anticipates the need for Construction/Project Management support but is interested obtaining additional pricing in the following functional areas for future/unforeseen needs (Table 1):

Table 1 – Functional Areas	
a) Program Management	g) Contracts Management Support Services
b) Construction/Project Management	h) Energy & Sustainability Support Services
c) Design Management	i) Commissioning Oversight
d) Estimator	j) General Administrative Support Services
e) Program/ Project Controls Specialist	k) Move Management
f) Accounting Support Services	l) Other Support Services as may be required

The minimum technical, educational and experience requirements for each position will be specified in each Request at the discretion of the District. Basic competency in MS Office software suite (MS Word, MS Excel, Outlook, etc.), Blue Beam, various project management software systems, Google (Docs, Sheets, Slides, Drive, etc.) is required of all positions.

These are non-exclusive Contracts, whereby the District may at its sole discretion, augment or supplement the services with its own staff or staff of another Consultant or entity. Additionally, after entering into the Contracts under this RFP, the District reserves the right to award additional contracts for the same or similar services should it determine it is in its best interests to do so. Firms will cooperate fully with District staff, District Consultants, other Consultant, or entity, that may be providing, and/or who hereafter may provide, similar or the same services for the District.

The District reserves the right to modify, in any way deemed necessary and at any time so required, the specific qualifications and requirements for each and every position classification without prior notice to the Firms. The District may add or remove personnel at its sole discretion at any time during the contract term.

**Indemnification (Public Contract Code Section 20103.6): Any agreement shall include the following indemnity:**

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents (but not including District's contractors, subcontractors or other consultants) free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **Required Information in Proposal**

All qualifications and proposals will be evaluated to determine which teams will be able to meet the needs of the District. Evaluation will be in accordance with the criteria listed below. Specific weighting is assigned. Criteria are not listed in order of relative importance. Proposals shall not exceed **twenty (20) 8½ x 11 one-sided pages**, excluding Construction/Project Manager resumes and required forms in Exhibit 1B. If your proposal exceeds the page number allowance your proposal will be deemed non-responsive and your firm will be disqualified from this recruitment. Be sure to include the following information and follow all directions below. If your proposal omits or you do not provide information clearly or follow the direction below to all items (1-8 below) your proposal will be deemed non-responsive and your firm will be disqualified from this recruitment. Feel free to add additional information that may assist the District in determining your Firms' ability to meet the needs of this Agreement, in keeping with the twenty (20) page maximum.

To assist us in the evaluation process, the following information is required for your proposal:

1. Table of Contents. Each response to the RFP must include, immediately following the cover letter, a complete table of contents of all information, appendices and Attachments included in the response to the RFP, including page numbers.
2. **Firm Information and Experience**
  - a) Cover Letter including:
    - Identification (name, address and telephone number) of the Firm
    - Name, title, address, telephone number and email address of a contact person on behalf of the Firm for the duration of the RFP process; and
    - Provide a brief history of your firm, and, if a joint venture, of each participating firm.
    - Identify legal form, ownership, and senior officials of company.
    - Describe number of years in business and types of business conducted.
    - Your firm's philosophy with regard to approach and experience related to Services outlined in the RFP.
    - **SIGNATURE** of a person authorized to bind the Firm to the terms of the RFP and make binding decisions in all matters relating to the RFP, the Agreement, and Assignment(s).
  - b) Experience of the Firm:  
Describe Firm's experience in providing K-12 services for public education design and construction programs and/or complex construction/building programs for other public agencies.
  - c) Performance of the Firm:  
Identify **ALL** California K-12 DSA-certified school or other public agency projects within the past five (5) years for which the Firm provided some or all of the Services. Include:
    - Project name, location and School District name

- School type (Elementary, Middle, K8, High School)
  - Project type (modernization, renovation, addition, new construction, access compliance, planning)
  - Specific services performed, implemented or continued
  - Dates of service for services provided
  - Total construction value of project or building program
  - List of proposed key personnel who worked on the project or program
  - The role of each key person who provided services for the project or program
  - Value/cost of services provided
  - Contact person name, email and telephone number at district.
- d) List all litigation arising from any K-12 or public agency projects for which your firm(s) provided program, project, and/or construction management services in the past 5 years. State the issues in the litigation, the status of litigation, names of parties, and outcome.
- e) Previous references similar to size and scope with school districts or other public agencies, a client list of public and private organizations with valid/verified contact information to serve as references for your most comparable assignments.
3. Proposed Construction/ Project Manager Team
- a) The selected firm(s) shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the construction management, project management or related services.
- b) Identify the key Construction/ Project Manager personnel the firm would assign to the District's bond program. Describe for each his or her experience with K-12/public projects, including identifying those projects for the past 5 years. List license numbers and dates. Provide resumes for Construction/ Project Manager personnel only. **Resumes do not count towards the 20-page max.** Identify any sub-consultants planned for the project.
- c) Briefly describe the history of the Firm, especially regarding skills pertinent to the specific Services described in this RFP and the Agreement and any special or unique characteristics of the Firm that would make it especially qualified to perform the required Services. Include Firm's knowledge and understanding of complex design, planning and construction processes and any experience with the unique design and approval process associated with California public education construction programs such as school design standards, public contracting requirements and project management.
4. Ability to Attract and Retain Qualified Candidates
- The District is very interested in the Firm's ability to attract, recruit and retain experienced and qualified candidates, who possess the expertise to perform the Services on fast-paced, team-oriented, high-profile construction projects.
- a) Briefly provide answers to the following: **(maximum of three (3) pages)**
- Describe the firm's process for background screening to ensure experienced and qualified candidates.

- Describe the firm’s system used to review, manage and retain copies of candidates’ insurances, professional certifications, any required clearances, OSHA training, SBE certifications, and other types of records required by the District.
  - Describe the firm’s recruiting process.
  - Describe the firm’s employee retention process and methodology.
  - Describe the firm’s severance/retention policy during non-project related billing periods.
- b) Training and Professional Development
- Describe the firm’s professional development and training program for candidates, detailing how it manages and implements said program to its employees and sub consultants.
  - Describe the firm’s plan for educating candidates on the District’s or other public agency’s policies and procedures, District’s Proprietary and Desired Standards and Education Design Criteria.
- c) Transition Plan
- Describe the firm’s on-boarding/off-boarding process.
  - Describe the firm’s employee orientation process as it applies to this RFP.
5. Capabilities  
Describe the firm’s experience with state and other public agencies involved in the planning, design, and construction process, particularly for modernization for projects. Describe the firm’s quality control systems, including ability to monitor sub-consultants, if any. Extensive experience with OPSC, CDE, DSA, Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory. With particular focus on all the firm’s current projects and District’s proposed projects, demonstrate the firm’s ability to meet project requirements and timelines.
6. Fee Proposal (see Exhibit 1A)  
Provide your proposed hourly rate fee for the 20/21 and 21/22 school years, broken down by job title. The fee shall include the entire scope of work described in this RFP at the fully burdened rates, no other compensation will be allowed. It should take into consideration individual school project size, scope, complexity, and duration.
7. Comments for Agreement for Bond Construction Support Services  
Review the Exhibit 1 Sample Independent Consultant Agreement and with your proposal, provide any comments or concerns related to the content or format therein. The District does not intend to consider any changes to this form that are not submitted with the response to this RFP.
8. **Forms within Exhibit 1B are required in your proposals and do not count towards the 20-page max.**

## District’s Evaluation Process



Selection Committee – The Selection Committee may be comprised of District and/or other public agency administrators selected by the District. Finalists will be required to attend an interview at which time the team will present their proposal and qualifications. Staff who will be managing and working on the project will be required attend and participate in the interview.

- a) The District invites all qualified firms to submit this RFP.
- b) Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
- c) Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention and without limitation, to each respondent's qualifications, demonstrated competence in like construction, and the firm's ability to integrate its personnel with the District's staff and consultants.
- d) After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview **up to three (3) firms**. An interview schedule shall be provided immediately following the ranking process and the selected firm(s) shall be given adequate time to present their qualifications.
- e) The District intends to select the best qualified firm following the last interview.
- f) District staff will recommend the most qualified firm to the District's Board of Trustees at the November 12, 2020 regular board meeting and will issue a letter of intent to commence negotiations of services to the most qualified firm.
- g) If the District is unable to successfully negotiate a satisfactory agreement with those firm(s), the District may then commence negotiations with the next most qualified firm(s) in sequence until an agreement is reached, or determination is made to reject all submittals.

### **Evaluation Criteria**

The District is of the opinion that selecting one firm to perform the work would provide uniformity, consistency, and should save precious time for the firm and for the District. Therefore, a higher score shall be granted to the firm(s) that can demonstrate by proven experience an ability to meet this criteria.

Commensurate with the above, preferred rating shall be given to the firm(s) that is/are located in close proximity to the school sites and to the District offices in Vista, and to firms who can document a track record of quick turn-around time for document preparation and DSA review.

This RFP will be evaluated to the criteria below:

### **Best Value Evaluation Process**

Awards shall be based on a best value evaluation. For scoring, each section, the Firm will receive a 1 through 5, 5=best. Totals on each line equals score times weight. Criteria used for the evaluation will include, items listed below. The vendor with the lowest responsive proposal may not be awarded this contract. The District reserves the right to reject any or all bids or any part of the bid, to waive minor defects or technicalities, to award multiple contracts, or to solicit new bids on the same project or a modified project. Responsive vendors may be asked to attend an interview to help the District in its final selection.

- FIRM INFORMATION AND EXPERIENCE (30%)
- PROPOSED CONSTRUCTION/ PROJECT MANAGER TEAM (20%)
- ABILITY TO ATTRACT AND RETAIN QUALIFIED CANDIDATES (15%)
- CAPABILITIES (20%)
- FEE PROPOSAL/COST (15%)

Pricing as applicable to the Scopes of Service you are responding to: Hourly rate, specify the 20/21 and 21/22 rates, indicate whether drive time is to be included or additional.

Cost will be scored on a scale of 1 to 5. The apparent low bidder will be awarded 5 points as will any other bidder within 5% of the apparent low bidder. Bidders not within this range will be scored as follows:

1. > 5% to 10% above the apparent low bidder will receive 4 points.
2. > 10% to 15% above the apparent low bidder will receive 3 points.
3. > 15% to 20% above the apparent low bidder will receive 2 points.
4. Bidders in excess of 20% above the low bidder will receive 1 point.

**Sample Best Value Evaluation Sheet**

MINIMUM CRITERIA	WEIGHT	FIRM A		FIRM B		FIRM C	
		Score	Total	Score	Total	Score	Total
Firm Information and Experience	30%						
Proposed Construction/ Project Manager Team	20%						
Ability to Attract and Retain Qualified Candidates	15%						
Capabilities	20%						
Fee Proposal/Cost	15%						
<b>(Example) Fee Proposal/Cost</b>	15%	3	45	5	75	1	15
<b>TOTAL SCORES</b>							

# EXHIBIT A

## Schedule of Measure LL Projects Not Yet Under Construction

09/23/2020

Site Name	Needs	Year School Opened	Scope of Construction Costs	Phase**	Phase Years**	Category
Beaumont Elem.	New permanent classrooms and demolition of existing portables	1959	Large	1	2019-2021	D,F
Bobier Elem.	New permanent classrooms and demolition of existing portables	1961	Large	1	2019-2021	C,D,F
Lake Elem.	New pedestrian pathway north end of Lake & Madison for safety	1988	Small	1	2019-2021	F
Rancho Minerva	Landscaping & fencing & shade	2007	Small	1	2019-2021	E
Vista High	New permanent classrooms and demolition of existing portables	1972	X-Large	1	2019-2021	B,C,D, E, F
Vista Magnet	Gym Wall Retrofit	1938	Small	1?	2019-2021	
Rancho Buena Vista	Upgrade alarm/clock/security system	1987	Small	2	2022-2024	A,C,D, E, F
Rancho Buena Vista	New permanent classrooms and demolition of existing portables	1987	X-Large	2	2022-2024	A,C,D, E, F
Rancho Buena Vista	21st Century Classroom modernization	1987	Medium	2	2022-2024	A,C,D, E, F
VIDA	Demolish Portables - 4	1961	Small	2	2022-2024	B,C,D, E, F
VIDA	Gas main - replace	1961	Small	2	2022-2024	B,C,D, E, F
VIDA	Access (ingress and egress)(replace roll up with wrought iron gates)	1961	Small	2	2022-2024	B,C,D, E, F
VIDA	Replace site sewer system and site water distribution system	1961	Medium	2	2022-2024	B,C,D, E, F
VIDA	Access, Securing passage ways for internal classroom connections	1961	Small	2	2022-2024	B,C,D, E, F
Vista Adult Transition	Install new outside drinking fountain.	1978	Small	2	2022-2024	E,F
Vista High	Add CAT6 drops and wireless everywhere - all gigabit capable	1972	Small	2	2022-2024	B,C,D, E, F
Vista High	Replace Bogen System and modernize system. New PA speakers campus wide.	1972	Small	2	2022-2024	B,C,D, E, F
Vista High	Sewer mains - replace all	1972	Medium	2	2022-2024	B,C,D, E, F
Vista High	Update restrooms	1972	Medium	2	2022-2024	B,C,D, E, F
Vista Magnet	Front entry modification & Landscape	1938	Small	2	2022-2024	A,C,E
Beaumont Elem.	Modernize student restrooms	1959	Small	3	2025-2027	D,F
Beaumont Elem.	Modernize Site to ADA Requirements	1959	Small	3	2025-2027	D,F
Beaumont Elem.	Modernize staff restrooms	1959	Small	3	2025-2027	D,F
Bobier Elem.	Renovate student restrooms	1961	Small	3	2025-2027	C,D,E
Foothill Elem.	New additional play structure near black top w/ shade	2004	Small	3	2025-2027	D,F
Hannalei Elem.	Add a Restrooms next to room 4 to accommodate, preschool, TK and 4 K classes	2003	Small	3	2025-2027	E
Lake Elem.	Classroom Replacement Bungalows /Portable Classrooms - 26	1988	Large	3	2025-2027	F
Lake Elem.	Demolish Portables - 26	1988	Small	3	2025-2027	F
Lake Elem.	Additional student restrooms	1988	Small	3	2025-2027	F
Maj. Gen. Murray	Science room upgrades (labs)	2007	Small	3	2025-2027	F
Maryland Elem.	Bathroom upgrades - tiles, fans, etc.	2006	Small	3	2025-2027	D,F
Rancho Minerva	Add restrooms near field area	2007	Small	3	2025-2027	E
Rancho Minerva	Painting of Facility	2007	Small	3	2025-2027	E
VIDA	repair or replace tennis courts	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Correct Sidewalk Up Heavals	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Flooring, tile in cafeteria	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Replace Gym Lighting with LED	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Construct outside concrete seating/presentation work area.	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Upgrade central covered walkways	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	HVAC-replace 6 furnaces, 4 wall-hung heat pumps	1961	Small	3	2025-2027	B,C,D, E, F
VIDA	Asphalt, asphalt on patio - Rework entire lunch area	1961	Small	3	2025-2027	B,C,D, E, F
Vista Academy	Repair and renovate student and staff restrooms	1951	Medium	3	2025-2027	A,C
Vista Academy	Turn old admin office into 21st century library, media resource center and current library into front office, admin and health offices	1951	Medium	3	2025-2027	A,C
Vista High	Update the AG department	1972	Medium	3	2025-2027	B,C,D, E, F
Vista Magnet	Renovate and update STEM labs/facilities to 21st century applications to support magnet and IB program - work stations, lab benches, sinks, fume hoods, etc.	1938	Small	3	2025-2027	A,C,E
Vista Magnet	Additional restrooms for staff and students (600 and 700)	1938	Small	3	2025-2027	A,C,E
Alamosa Elem.	New permanent classrooms and demolition of existing portables	1987	Large	4	2028-2030	A,F
Casita Elem.	New permanent classrooms and demolition of existing portables	1961	Medium	4	2028-2030	D,F
Empresa Elem.	Classroom Replacement Bungalows /Portable Classrooms	1990	X-Large	4	2028-2030	F
Empresa Elem.	Demolish Portables - 34	1990	Small	4	2028-2030	F
Mission Meadows	All Call and Intercom system individually to each room, inside all rooms, and outside only capabilities	1991	Small	4	2028-2030	D,F
Mission Meadows	MPR Modernization	1991	Small	4	2028-2030	D,F
Monte Vista Elem.	Asphalt- uneven, resurface, roots popping through surface	1964	Small	4	2028-2030	D,E,F
Monte Vista Elem.	Repair of student water fountains	1964	Small	4	2028-2030	D,E,F
Monte Vista Elem.	Replace hand rail near stairs to sidewalks	1964	Small	4	2028-2030	D,E,F
Monte Vista Elem.	Furnace Replacement and venstar thermostats	1964	Small	4	2028-2030	D,E,F
Monte Vista Elem.	Higher fences around perimeter, especially at entry (All Perimeter)	1964	Small	4	2028-2030	D,E,F
Monte Vista Elem.	Remove and replace rels 100 & 200 wing - 9	1964	Medium	4	2028-2030	D,E,F
Monte Vista Elem.	Replace 8 portable classrooms (300 wing)	1964	Medium	4	2028-2030	D,E,F
Monte Vista Elem.	Painting of Facility	1964	Small	4	2028-2030	D,E,F

Scope	Construction Costs
Small	\$0-\$3mil
Medium	\$3mil-\$9mil
Large	\$9mil-\$20mil
Xlarge	\$20mil and up

Site Name	Needs	Year School Opened	Scope of Construction Costs	Phase**	Phase Years**	Category
Roosevelt Mid.	Replace Relocatable buildings	1989	Large	4	2028-2030	F
Roosevelt Mid.	Demolish Portables - 29	1989	Small	4	2028-2030	F
VIDA	Outside innovation and design area between 401 and 301. Connection to VIDA studio and QUALCOMM think bit lab. Door located on north wall of 401	1961	Small	4	2028-2030	B,C,D, E, F
VIDA	Lockers in PE building	1961	Small	4	2028-2030	B,C,D, E, F
Vista Adult Transition	HVAC - replace 2 wall hung heat pumps	1978	Small	4	2028-2030	E,F
Alta Vista High	Restroom modernization	1978	Small	5	2031-2035	F
Alta Vista High	Multi-purpose room/locker room combination	1978	Small	5	2031-2035	F
Bobier Elem.	Replace retaining wall for kindergarten area	1961	Small	5	2031-2035	C,D,F
Breeze Hill Elem.	New permanent classrooms and demolition of existing portables - 30	1992	X-Large	5	2031-2035	F
Foothill Elem.	Put in Hydration Stations	2004	Small	5	2031-2035	D,F
Foothill Elem.	New Roof over room 15 floods when ever it rains	2004	Small	5	2031-2035	D,F
Grapevine Elem.	New permanent classrooms and demolition of existing portables - 22	1962	Large	5	2031-2035	F
Grapevine Elem.	Modify front office area for single entry point access	1962	Small	5	2031-2035	F
Guajome Park Acad.	Resurface restripe exterior basketball courts adding tennis courts	Charter	Small	5	2031-2035	A,F
Guajome Park Acad.	Resurface Upper Basketball Court Asphalt	Charter	Small	5	2031-2035	A,F
Guajome Park Acad.	Gutters: Need to be replaced on entire campus	Charter	Small	5	2031-2035	A,F
Madison Middle	Replace Marquee	1994	Small	5	2031-2035	F
Madison Middle	Classroom Replacement Bungalows /Portable Classrooms - 26	1994	Medium	5	2031-2035	F
Madison Middle	Demolish Portables - 14	1994	Small	5	2031-2035	F
Maj. Gen. Murray	Running track	2007	Small	5	2031-2035	F
Maryland Elem.	Gutters need to be redone to allow proper drainage	2006	Small	5	2031-2035	D,F
Mission Vista High	Turf field with lights and bleacher sections on our "lower field"	2009	Medium	5	2031-2035	C,E
Monte Vista Elem.	Demolish Portables - 17	1964	Small	5	2031-2035	D,E,F
Rancho Buena Vista	Permanent staff RR to replace relocatable in 700/800 wing	1987	Small	5	2031-2035	A,C,D, E, F
Rancho Buena Vista	Remove and relocatable Restrooms in 700/800 wing	1987	Small	5	2031-2035	A,C,D, E, F
Rancho Buena Vista	Upgrade and Increase Internet Technology	1987	Small	5	2031-2035	A,C,D, E, F
Temple Heights	Asphalt on blacktop, resurfacing, repairs	2003	Small	5	2031-2035	E,F
Temple Heights	Fix water leaks in ceiling	2003	Small	5	2031-2035	E,F
Temple Heights	2 additional classrooms for lab STEM lab and Green lab	2003	Small	5	2031-2035	E,F
VIDA	Roof- PE	1961	Small	5	2031-2035	B,C,D, E, F
VIDA	Replace Rain Gutters	1961	Small	5	2031-2035	B,C,D, E, F
Vista Adult Transition	Signs for new building and replace old sign on street	1978	Small	5	2031-2035	E,F
Vista Adult Transition	Gutters	1978	Small	5	2031-2035	E,F
Vista Adult Transition	Roofing	1978	Small	5	2031-2035	E,F

Scope	Construction Costs
Small	\$0-\$3mil
Medium	\$3mil-\$9mil
Large	\$9mil-\$20mil
Xlarge	\$20mil and up

CATEGORY A : 21st Century & CTE Learning Environments

CATEGORY B: Technology-modernize technology infrastructure

CATEGORY C: Student Safety

CATEGORY D: Efficiency and Performance. Construct,modernize or repair utility infrastructure including roofing, plumbing, sewer, etc.

CATEGORY E: Facilities construction, modernization, repair and furnish school facilities including classrooms, playgrounds, athletic fields.

CATEGORY F: Remove/Renovate Building. Remove and renoate aging portable buildings and classrooms.

\* Total Projected Costs are from original estimates created in 2018. The estimates were not created by an architect nor do they reflect current construction costs

\*\* Phase and Phase Years are subject to change dependent on district priorities and funds available

\*\*\* Project List Includes only those projects not yet under Construction

## **Exhibit 1**

### **SAMPLE INDEPENDENT CONSULTANT AGREEMENT**

**SAMPLE AGREEMENT ONLY  
DO NOT COMPLETE AT THIS TIME**

**INDEPENDENT CONTRACTOR AGREEMENT  
V2021xxxxC**

This Agreement is hereby entered into between the **Vista Unified School District**, hereinafter referred to as "District," and \_\_\_\_\_, whose Taxpayer Identification number is \_\_\_\_\_ and is located at \_\_\_\_\_ hereinafter referred to as "Contractor".

**WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, District is in need of such special services and advice, and

**WHEREAS**, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

**NOW, THEREFORE**, the parties agree as follows:

1. Services to be Provided by Contractor. \_\_\_\_\_, **as depicted in Contractor's proposal attached as Exhibit A.**
2. Term. Contractor shall commence providing services under this Agreement on \_\_\_\_\_ **MM/DD/YYYY** and will diligently perform as required and complete performance by **MM/DD/YYYY.**
3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \_\_\_\_\_ **/100DOLLARS (\$)**. District shall pay Contractor according to the following terms and conditions: **Upon presentation of an invoice for hours served, submitted on a monthly basis identifying services performed matching rates identified in RFP.**  
(For additional explanation of payment terms attach Exhibit B which then will be incorporated here in full by this reference.) Exhibit B: **None/Does not apply**
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **None**  
(For additional explanation of expense reimbursement terms attach Exhibit C which then will be incorporated here in full by this reference.)  
Exhibit C: **None/Does not apply**

Non-Appropriation Clause: The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this contract annually or to make changes to combinations due to non-availability or non-appropriation of sufficient funds

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and shall act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
6. Taxes. Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: **None.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
8. Confidentiality and Use of Information.
  - (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
  - (b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
10. Works for Hire/Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be used and reproduced by the District in perpetuity at no additional charge to the District. The Contractor has the right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the Contractor.
11. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within Thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the Thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

12. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
  - (b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.



- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
13. Insurance. Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance policy with limits of **Five Hundred Thousand Dollars (\$500,000.00)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than **Fifteen (15)** days from the execution of this contract. Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a provision for thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.
14. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend and hold harmless the District from such claim.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. Compliance With Applicable Laws. The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
20. Nondiscrimination in Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
21. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice

desired or required to be sent to a party hereunder shall be addressed to:

For District: Ami Shackelford, Assistant Superintendent Business Services  
Phone: 760.726.2170 ext 92302  
Email: [amishackelford@vistausd.org](mailto:amishackelford@vistausd.org)

For Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 23. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.
- 24. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
- 26. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.
- 27. **FINGERPRINTING AND CRIMINAL RECORDS CHECK**. CONSULTANT shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice. CONSULTANT shall not permit any employees to have any contact with DISTRICT pupils until such time as CONSULTANT has verified in writing to the DISTRICT that all employees have complied with Education Code Section 45125.1. Please complete Attachment A (Fingerprint Certification Form).

This Agreement is entered into this    day of   , 2020.

**VISTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature

Ami Shackelford  
Typed Name

Assistant Superintendent, Business Svcs

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

Title

Title

VUSD Contract # \_\_\_\_\_

VUSD Board Approval: \_\_\_\_\_

EXHIBIT 1A

Consultant's hourly Rates and Position Classification Proposal

Consultant's Description of Responsibilities for Each Title

Consultant's Information Questionnaire

Consultant's Statement of Non-conflict of Interest

**CONSULTANT’S HOURLY RATES AND POSITION CLASSIFICATIONS**

<b>Job Title</b>	<b>2020/2021 Hourly Rate</b>	<b>2021/2022 Hourly Rate</b>
Program Manager		
Construction/Project Manager		
Project Accountant		
Project Engineer		
Estimator		
Project Coordinator		
Project Controls Specialist		
Program Controls Specialist		
Contract Manager/Administrator		
Design Manager		
Administrative Assistant		
Asset/Move Coordinator		
Other _____		
Other _____		
Other _____		
Other _____		
Other _____		

**\* THE ABOVE FEES ARE TO BE APPLICABLE TO A VARIETY OF DELIVERY METHODS**

**CONSULTANT'S DESCRIPTION OF RESPONSIBILITIES FOR EACH TITLE**

**Evaluation and Award**

Proposals are binding subject to acceptance at any time within 90 days after opening, unless otherwise stipulated by the District. Award will be made by the Purchasing Officer to the most experienced, responsive, responsible Consultant. The District reserves the right to reject any or all Proposals and to accept or reject any item(s) therein or waive any informality in the Proposal. In the event of a conflict between unit price and extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In case of a discrepancy between words and figures, the words shall prevail. In that event, the Proposal will be rejected as non-responsive for the reason of the inability to determine the intended Proposal. The District reserves the right to conduct a pre-award inquiry to determine the Consultant’s ability to perform, including but not limited to facilities, financial responsibility, materials/supplies and past performance and interviews. The determination of the District as to the Consultant's ability to perform the contract shall be conclusive.

**Payment**

Payment will be made after the services are rendered and approved by District staff.

Name and Title of Person Authorized to sign contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**CONSULTANT’S INFORMATION QUESTIONNAIRE**

**Please answer the following questions. If you answer yes to any of the questions, please explain on a separate, signed sheet. For questions 3, 4, 6, and 7, if yes, also state the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.**

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?  
 Yes    No
  
2. Does the company have an ongoing relationship or affiliation with an equipment manufacturer?  
 Yes    No
  
3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?  
 Yes    No
  
4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner’s representative or other contracting party and which required completion by another party?  
 Yes    No
  
5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?  
 Yes    No
  
6. Has the company ever had mediation, arbitration, trial, or other adjudication on contracts in the past five (5) years?  
 Yes    No
  
7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts that have been done or are being done by the company?  
 Yes    No

***THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS PROPOSAL IS TRUE AND CORRECT.***

<b>Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>



**CONSULTANT’S STATEMENT OF NON-CONFLICT OF INTEREST**

**CONFLICT OF INTEREST DECLARATION**

Vista Unified School District is committed to integrity and fairness in the conduct of all of its activities. This Conflict of Interest Declaration is intended to give guidance on disclosure of conflicts. This Conflict of Interest Declaration applies to all Consultants working in the District.

This declaration will be signed by the consultant and submitted with the Professional Consultant or any other appropriate Agreement and becomes part of the overall documents.

I declare that I have no interest, financial or otherwise, including but not limited to other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by the District to be performed under this contract. I agree not to employ or involve any person having any such interest in the performance of the Agreement in the planning activities with the District. Information obtained by myself, any employees or associates affiliated with the planning activities with the District shall under no circumstances be used or disclosed for another activity.

I agree to comply with provisions in [Government Code Section 1090](#) applying to independent contractors and consultants.

To the best of my knowledge and belief, I am not involved in any situation or action that may be regarded as a potential conflict of interest with my duties as a consultant.

With regard to my consulting service with Vista Unified School District, I am involved in at least one situation or action that may be regarded as a potential conflict of interest with my duties as a consultant.

- o Brief details of these situations and/or actions are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree to notify the District immediately if new situations or actions develop that may be regarded as a potential conflict of interest with my duties as a consultant.

To the best of my knowledge and belief, the above declaration is true and correct. I agree to notify the District immediately if new situations or actions develop that may be regarded as a potential conflict of interest with my duties as a consultant.

Consultant:

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This Conflict of Interest Declaration will remain on file in the District with the agreement/contract. Consultants are required to sign this declaration as part of each contract with the District. Failure to disclose potential Conflicts of Interest may result in consequences including but not limited to, Consultant’s contract being voided.*

EXHIBIT 1B

Consultant's Statement of Experience

## CONSULTANT'S STATEMENT OF EXPERIENCE

In submitting this Proposal, the Consultant represents that Consultant has a demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the proposed contract in a manner that is satisfactory to the District. The Consultant represents that Consultant's service experience, completion ability, personnel, current workload, and experience in dealing with school districts all suggest that the Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy the District.

In support of these representations, Consultant shall set forth in herein:

- A. The names, addresses, and telephone numbers of four references for which the Consultant has performed, within the past five years, services that are similar in nature and scope to those described herein (please do not include the District as a reference).

1. \_\_ NAME AND ADDRESS OF REFERENCE

\_\_\_\_\_  
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

\_\_\_\_\_  
CONTRACT AMOUNT

\_\_\_\_\_  
TYPE OF WORK

\_\_\_\_\_  
DATE COMPLETED

2. \_\_ NAME AND ADDRESS OF REFERENCE

\_\_\_\_\_  
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

\_\_\_\_\_  
CONTRACT AMOUNT

\_\_\_\_\_  
TYPE OF WORK

\_\_\_\_\_  
DATE COMPLETED

3. \_\_ NAME AND ADDRESS OF REFERENCE

\_\_\_\_\_  
NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

\_\_\_\_\_  
CONTRACT AMOUNT

\_\_\_\_\_  
TYPE OF WORK

\_\_\_\_\_  
DATE COMPLETED

**Page 2**

**CONSULTANT'S STATEMENT OF EXPERIENCE**

(Continued)

4.      NAME AND ADDRESS OF REFERENCE

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NAME AND TELEPHONE NUMBER OF REFERENCE CONTACT FAMILIAR WITH THE PROJECT

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CONTRACT AMOUNT	TYPE OF WORK	DATE COMPLETED
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B.      Holder's names, licenses or certifications, license or certification numbers and expiration dates, for holders of Consultant's License, and/or other pertinent documents.

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C.      DESIGNATION OF SUBCONSULTANTS

Set forth below is the full name and location of the place of business of each sub-Consultant whom the Consultant proposes to subcontract portions of the work in excess of one-half of one percent of the total Proposal, and the portion of the work which will be done by each sub-Consultant for each subcontract.

NOTE: The Consultant understands that if he fails to specify a sub-Consultant for any portion of the work to be performed under the contract in excess of one-half of one percent of the Proposal, the Consultant shall be deemed to have agreed to perform such portion, and that the Consultant shall not be permitted to sublet or subcontract that portion of the work, except in cases of the public emergency or necessity, and then only after a finding, reduced in writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

If no sub consultants are to be employed on the project, enter the word "NONE."



**Page 4**

**CONSULTANT'S STATEMENT OF EXPERIENCE**

(Continued)

**CONSULTANT'S STATEMENT OF EXPERIENCE WITH DSA**

The Consultant is required to make a statement of their experience in working with DSA. Include: Any information you can offer that will help determine your ability to work with DSA in a timely manner with the amount of revisions your firm has experienced. Attachments may be used.

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**Page 5**

**CONSULTANT'S STATEMENT OF EXPERIENCE**

(Continued)

**CONSULTANT'S STATEMENT OF ABILITY TO PROVIDE SERVICES**

The Consultant is required to make a statement of how services will be provided. Include: Time period between award and start of service, number of personnel to be used providing services, experience of personnel, delivery lead-time of goods, how quickly urgent, but unplanned services, can be provided, and any other information you can offer that will help determine your ability to provide contracted goods or services. Attachments may be used.

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**TO BE COMPLETED BY ALL CONSULTANTS AND SUBCONSULTANTS**

Consultant/Subconsultant Name: \_\_\_\_\_

I declare under penalty of perjury that my business is (check all that apply):

- Small Business – A Small Business is one whose gross sales are less than \$1 million annually.
- Local Business – A Business headquartered in San Diego County.
- Emerging Business – An Emerging Business is one who has been business less than five years. I started my business on \_\_\_\_\_.
- Disabled Veteran-Owned Business – A Disabled Veteran-Owned Business is one that has a current certification from a California public agency. Certification must be attached.
- Other Businesses – A business, which does not meet any of the other definitions above, or for which the consultant or subconsultant declines to state its category.

If it is determined that the information contained herein is not true and correct, it could potentially eliminate the Proposer from consideration for work on Vista Unified School District Projects.

Consultant/Subconsultant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_