



**REQUEST FOR PROPOSAL
FOR
LINEN SERVICES**

Proposals Due

April 20, 2021 at 2:00 p.m. PST

Issued by

**The Central Union High School District
351 Ross Avenue
El Centro, CA. 92243**

March 29, 2021

Central Union High School District

REQUEST FOR PROPOSAL

RFP # 2021-01

Notice is hereby given that the Central Union High School District ("District") is seeking Requests for Proposals (RFP) from qualified firms to submit proposals to provide:

LINEN SERVICES FOR SCHOOL SITE OFFICES, FOOD SERVICES DEPARTMENT, MAINTENANE/TRANSPORTATION/SHOP DEPARTMENTS AND DISTRICT OFFICE

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection procedures. The RFP document will be available for pick up at the District Office, 351 Ross Avenue, El Centro, CA 92243 beginning at 8:00 a.m. (PST) on Tuesday, March 30, 2021 or it may be downloaded from the District's Website at <https://www.cuhsd.net/Departments/Business--Support-Services/Facilities-Developer-Fees-Reports-Forms--Plans/index.html>

All questions relating to the RFP shall be made in accordance with Section D below and are due by Monday, April 12, 2021 by 4:00 p.m. (PST), via e-mail to arnold@cuhsd.net. Phone calls will not be accepted. The District expects to respond to all questions by 4:00 p.m. (PST) on Thursday, April 15, 2021. The District will post a copy of all questions received and their answers on the District's website at www.cuhsd.net.

Proposals in response to this RFP are due on Friday, April 20, 2021 and must be received at the District Office by 2:00 p.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in the RFP.

The District reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the District as non-responsive. The District reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the District or has failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All information required by the RFP must be supplied to constitute a responsive proposal.

**The successful vendor will provide linen services according to USDA federal procurement regulations and guidelines as well as State of California Department of Education procurement policies and guidelines.*

I. Introduction & Background

A. Purpose

The Central Union High School District (“District”) is seeking well-qualified individuals, firms, or teams to provide Linen Services for the District including but not limited to the School Site Offices and buildings, Food Services Department (Central and Southwest High School Sites), Maintenance/Transportation/Shop Departments and the District Office. Through this request, the District’s objective is to receive proposals that will provide competitive pricing for quality items and services. The proposal should also provide a control process to help with lost or shrinkage of items. The source of funds for this proposal is from the District’s General Fund and the Cafeteria Fund. The successful vendor must provide a separate invoice for services provided to the Food Services Department.

B. Qualifications. Qualifications for the proposers are as follows:

1. Minimum of ten (10) years of experience in the Linen Services industry.
2. A demonstrated history of similar services as requested herein.

C. Submittal Closing, Time, and Location. Proposals shall be clearly labeled in a sealed envelope or box. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL– LINEN SERVICES RFP# 2021-01

Submittal Closing: Tuesday, April 20 2021 at 2:00 p.m., PST

Location: Central Union High School District
ATTN: Arnold Preciado, Asst. Supt. - Business 351
Ross Avenue
El Centro, CA. 92243

Number of Copies: One (1) Original and two (2) copies,

D. Inquiries. Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than April 12, 2021 by 4:00 p.m., PST to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to: Arnold Preciado, Assistant Superintendent - Business Services, 351 Ross Avenue, El Centro, CA 92243; Phone: (760) 336-4506; Email: arnold@cuhd.net. Please reference “Request for Proposals for District Linen Services” when contacting the District regarding this solicitation. The District’s website, <http://www.cuhd.net/Departments/Business-Services/Reports-Forms--Plans/index.html>, will contain a copy of this document as well as a summary of all applicable addenda, if any. Responses to written explanation or interpretation of the “Request for Proposals – District Linen Services” will be posted on the District’s website by Thursday, April 15, 2021 by 4:00 p.m., PST.

II. Terms and Conditions

- A. Proposal Preparation Costs. The District is not, nor shall it be deemed, liable for any cost incurred by Proposer in the preparation, submittal, or presentation of their proposals.
- B. Reservation of Rights. This RFP does not commit or obligate the District to accept or execute an agreement for any expressed or implied service. The District reserves the right to:
1. Reject any and all proposals received and to accept or reject any item(s) herein;
 2. Take all proposals under advisement for up to sixty (60) days after opening;
 3. Waive any informality on any proposal;
 4. Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
 5. Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
 6. Negotiate a final agreement and price with the successful firm or firms providing the best overall value to the District as determined in the District's sole and absolute discretion;
 7. Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
 8. Terminate this RFP process at any time.

C. Acceptance of Conditions. It is the Proposer's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the District based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

1. Proposal and cost schedules shall be valid and binding for sixty (60) days following the proposal due date and will become part of the Agreement that is negotiated with the District.
2. The District may require whatever evidence is deemed necessary relative to the Proposer's financial stability and ability to perform these services.
3. The District reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
4. The District reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein.
5. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the District as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
6. Any award is contingent upon the successful negotiation of final contract terms.

Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until an agreement is reached.

D. Proposal Inclusions. Proposals and supporting documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the RFP requirements prior to submitting as outlines elsewhere in this document.

E. Withdrawal of Proposal Before Closing. Any Proposer may request the withdrawal of its/his/her submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the District will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

F. Proposal Submittal. All Proposers shall complete and return one (1) original and two (2) copies on standard sized paper of their proposal. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

G. Contract Execution. The District's proposed agreement is attached as Exhibit B.

H. Professional Licensing. The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the District with their proposal or prior to commencement of the work in such a form as the District shall require.

I. Insurance Requirement. The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance of at least \$1,000,000.00 per claim;
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$5,000,000.00 annual aggregate liability.

J. Business License. The professional provider, and any sub-consultant(s), shall obtain a valid Business License on or before their commencement of work.

K. Public Record. Be advised that all information contained in proposals submitted in

response to this solicitation shall become a matter of public record upon presentation to the District for contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that: “The Proposer agrees to indemnify and hold harmless the District and its officers, employees and agents from any claims, liability or damages against the District and to defend any actions brought against the District for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

L. Equal Opportunity. The District requires all Proposers to comply with equal opportunity laws and policies.

M. Independent Contractor. The selected Proposer will be an independent contractor. All persons employed by a firm in accordance with an executed agreement resulting from this RFP will be employees of the Proposer and not of the District.

N. Conflict of Interest. No official, officer, agent, or employee of the District or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

O. Non-Collusion Affidavit. All proposals must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract code Section 7106. (Exhibit A)

P. Sanitation. The vendor shall comply with all local and state sanitation requirements in that the linen items will be used in the preparation of food.

Q. Deliveries. The successful vendor shall provide at a minimum weekly delivery within a specified time window to be mutually negotiated. Deliveries shall be for school sites, Food Services Department and Maintenance/Warehouse/Shop Department.

R. Invoices, Statements and Payments. The successful vendor shall issue comprehensive fully itemized and cost delivery invoices and statements to the District detailing all charges and fees by item. All costs associated with the product delivered shall be billed at the time of invoicing/delivery.

S. Appendix. The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal. Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

III. Scope

A. Understanding the Scope. The scope of services may include, but is not limited to providing, servicing/cleaning and delivery of the following items:

Aprons, Glass Towels, Shop Towels, Bar Towels, Grill Pads, Dust Mops, Laundry Bag Stand, Micro-Fiber Towels, Shirt Uniform, Shop Coat/Coverall, 3 x 5 Scraper Mat, 3 x 4 Charcoal Mat, 4 x 6 Charcoal Mat, 3 x 10 Charcoal Mat, Mop Frame, Dust Mop Handle, Service Charge/Delivery/Cleaning.

Other Items or Charges: (Please specify) _____

Additional Requirements:

1. Proposals shall include detailed specifications for all materials being supplied.
2. Material samples may be provided.

IV. Evaluation and Selection Process

- A. Proposal Evaluation. A selection committee composed of District staff will review the proposal and will utilize the following qualifications-based ranking criteria:

Criteria	Points
Proposer qualifications, experience, and demonstrated ability	15
References and contracts from previous clients	10
Project understanding and approach for accomplishing District objectives	20
Thoroughness, quality, and responsiveness of proposal to the RFP	20
Cost reasonableness and appropriateness as compared to all other proposals	35
Total	100

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The District reserves the right to verify any information contained in proposals, including references, resumes, etc. The District reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

B. Selection Process. The top-ranked firms/individuals may be requested to attend a meeting with District staff to be interviewed. The interviews will allow the designated firms or individuals an opportunity to answer any questions the District may have regarding their proposals. Participation in the interviews will be at no cost to the District. The Board of Trustees will make the final determination of the successful firm/individual. Although not anticipated, the District reserves the right to select more than one firm/individual to provide the services requested in this RFP.

- C. Proposal Timeline. The District has identified anticipated key dates as follows:

- Solicit Proposals: March 30, 2021
- Proposal Questions Due: April 12, 2021 @ 4:00 p.m.(PST)
- Proposal Due: April 20, 2021 @ 2:00 p.m.
- Proposal review and short list determined: Week of April 19, 2021
- Recommendation(s) to Board of Trustees: Week of May 3, 2021

NOTE: These dates represent a tentative schedule of events. The District reserves the right to modify these dates at any time, with appropriate notice to prospective contractors.

V. Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. **Letter of Transmittal**: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.
2. **Table of Contents**: Include a clear identification of the material by section and page number included in the proposal.
3. **Qualifications**: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
 - a. Describe your firm's background and history; include number of years in business and number of years providing services to public sector agencies. Company name, address, telephone, fax number, contact name and e-mail address. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed.
 - b. Location and office(s) that would serve the District.
 - c. Provide the name(s) and qualifications of person(s) who would be assigned to the District, including the following for each:
 - i. Certificates or licenses;
 - ii. Length of employment with the firm;
 - iii. Professional background and professional associations;
 - iv. Municipal or other local public sector experience;
 - v. Specific expertise and training;
4. **Scope of Work**. The Proposer shall include in its proposal a detailed scope of services and itemized costs of materials and supplies that the vendor proposes on providing to District.

5. Client References. List of all contracts (for similar services set forth in this RFP) since 2015 and identify which, if any, were terminated or cancelled. If any contracts were terminated or cancelled, please provide a reason why.
6. Cost Proposal. This cost schedule must include any and all fees that will be required in connection with the outline scope of services. The response should specify the basis upon which your fees will be calculated, expenses for which you would expect payment, and the scope of services to be provided for your quoted fees.
7. Acceptance Letter. The letter must be signed and returned with proposal.
8. Conflicts of Interest. The proposal should describe any engagement which may interfere with your firm's ability to provide independent and unbiased advice to the District. Provide a brief description of litigation pending, if any, against your firm with respect to contracted services. In addition, describe any public finance transaction during the past five years in which your firm, if applicable, was removed or asked to resign from the financing.
9. Non-Collusion Affidavit. The proposal must include a signed Non-Collusion Affidavit per the Public Contract code Section 7106 in the form attached hereto.

EXHIBITS:

Exhibit A – Non-Collusion Affidavit

Exhibit B – Sample Agreement

EXHIBIT "A"

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Exhibit “B”

CENTRAL UNION HIGH SCHOOL DISTRICT CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Central Union High School District (“District”) and _____ (herein “Vendor”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Vendor shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Vendor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Vendor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Vendor shall be compensated in accordance with the itemized costs and service fees provided in the proposal.

2.2 Invoices. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month in a form approved by District’s Asst. Superintendent of Business Services. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses. Vendor shall not invoice District for any duplicate services performed by more than one person.

District shall independently review each invoice submitted by the Vendor to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for services performed or expenses incurred by Vendor which are disputed by District, District will use its best efforts to cause Vendor to be paid within

thirty (30) days of receipt of Vendor's correct and undisputed invoice; however, Vendor acknowledges and agrees that due to District warrant run procedures, the District will do its due diligence to make payment within this time period. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Vendor for correction and resubmission. Review and payment by the District of any invoice provided by the Vendor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra services or supplies beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said services. No such extra work may be undertaken unless a written order is first given by the District to the Vendor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Vendor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Ten Thousand Dollars (\$10,000) or in the time to perform of up to thirty (30) days may be approved by the District. Any greater increases, taken either separately or cumulatively, must be approved by the Board of Trustees. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Vendor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established. When requested by the Vendor, extensions to the time period(s) may be approved in writing by the District but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Vendor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Vendor shall within ten (10) days of the commencement of such delay notify the District in writing of the causes of the delay.

The District shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the District such delay is justified. The District's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall commence on June 1, 2021 and continue in full force and effect for one (1) year. Two (2) additional one-year extensions shall be approved upon 30 days written mutual agreement to extend the term of the agreement.

4. COORDINATION OF WORK

4.1 Representative of Vendor. _____, is hereby designated as being the representative of Vendor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff and subcontractors, and shall keep District informed of any changes.

4.2 District Officer. Arnold Preciado, Assistant Superintendent [or such person as may be designated by the Superintendent] is hereby designated as being the representative of the District authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of District. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of the District with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District, or that it is a member of a joint enterprise with District.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the District and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the District in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by the District Officer prior to commencement of performance of services. Current certification of insurance shall be kept on file with District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) District's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District Officer.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved by the District in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to District for review.

(n) District's Right to Revise Specifications. The District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

(r) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at the job site where work is performed under this Agreement.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officers, officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the District.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the District Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The District Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and

transcripts from such records.

62 Reports. Consultant shall periodically prepare and submit to the District Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

63 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the District without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the District Officer, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the District notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the District should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the District and to provide the District with the opportunity to review any response to discovery requests provided by Consultant.

64 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request of the District Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the District of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the District.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall cease all services hereunder at the end of the sixty (60) day timeline specified in this chapter except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the

Schedule of Compensation Exhibit “C”. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

75 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

8. MISCELLANEOUS

81 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

82 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

83 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the attention of the Contract Officer (with his name and title), Central Union High School District, 351 Ross Avenue, El Centro CA 92243 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

84 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

85 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such

act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

DISTRICT:

Dr. Ward Andrus, Superintendent

CONSULTANT:

By: Name:
Title:

By: Name:
Title:

Address: _____

Two corporate officer signatures required when Vendor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. VENDOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TTO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ NUMBER OF PAGES
_____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Vendor will perform the following services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Vendor will prepare and deliver the following tangible work products to the District:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Vendor will keep the District updated of the status of performance by delivering the following service reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the District, and must be revised by the Vendor without additional charge to the District until found satisfactory and accepted by District.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT “B” SPECIAL
REQUIREMENTS
(Superseding Contract Boilerplate)