

REQUEST FOR PROPOSALS (RFP)

Bond Counsel and Disclosure Counsel Services RFP 25/26-001

**RESPONSES DUE:
August 11, 2025 at 2:00 PM**



LA MESA-SPRING VALLEY SCHOOL DISTRICT

**Department of Business Services
Attn: Monica Putzbach, Purchasing Manager
4750 Date Avenue
La Mesa CA 91942**

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INTRODUCTION

1. Introduction

La Mesa-Spring Valley Schools ("District") is seeking proposals to provide bond counsel and disclosure counsel services. The School District is considering June or November 2026 as a possible election date for one or two concurrent 2026 General Obligation Bond Measures. Qualified consultants must meet all of the criteria contained to be considered.

The contract will be for a three-year period, renewable for two additional one-year periods.

Consultants should note the District, like other leading public and private organizations around the country holds the highest standards of business ethics and integrity when it comes to our relationships with our consultants and contractors. By participating in the RFP process, consultants shall refrain from any type of lobbying of faculty, staff, and agents of the District or its Board of Trustees. The taking of any action to influence the purchasing, contracting, policy or other decisions under consideration by District officials during this process is strictly prohibited.

2. Background

The La Mesa-Spring Valley District office is located in La Mesa, California. The District serves approximately 10,700 students in grades TK-8 at 4 middle schools and 17 elementary schools. The School District was formed in 1915 and is located in the eastern region of San Diego County. The District encompasses 26 square miles and consists of the City of La Mesa, a portion of the City of El Cajon, and unincorporated communities of Mt. Helix, Casa de Oro, and Spring Valley.

Additional detailed information about the District may be found at www.lmsvschools.org.

The Bond Financing

The School District intends to issue multiple series of fixed rate, tax-exempt Bonds beginning in early 2027. The repayment term for each series of Bonds is expected to be 25 or 30 years.

Timeline

It is anticipated that the election process would commence immediately and that the Bonds are anticipated to be sold over a period of 7-8 years beginning in 2027 with an issuance every two to three years.

3. Critical Date

Proposal Due Date: It is mandatory that proposals in response to this RFP shall be submitted **SEALED**, no later than **August 11, 2025 at 2:00 p.m.**

4. Schedule of Events

Proposers interested in submitting responses to this RFP should do so according to the following schedule. A proposer may be disqualified from further consideration for failing to adhere to the dates and times specified below. All times referred to in this RFP are Pacific Time.

EVENT	DATE, TIME
Release of RFP	July 15 & July 22, 2025
Deadline for Questions	July 29, 2025, 12:00 p.m. (PDT)
Deadline for Addendums	August 5, 2025, 4:00 p.m. (PDT)
Proposal Due Date and Time	August 11, 2025, 2:00 p.m. (PDT)
Oral Presentation/Interviews (if scheduled by District)	Week of August 18, 2025
Recommendation of Award to Board of Trustees	September 2, 2025
Term of Contract	September 2, 2025 – September 1, 2028, with option to renew for two one-year extensions

Note: The above dates and times are subject to change at the option of the District.

5. Compliance with Laws

The successful consultants(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

GENERAL INSTRUCTIONS

6. Submittal Response

The respondent shall submit **one (1) original and one (1) electronic copy (USB flash drive) before 2:00 p.m. (local time), August 11, 2025, to:**

**La Mesa-Spring Valley Schools
Purchasing Department
4750 Date Avenue
La Mesa, CA 91942**

Proposals received after **2:00 p.m., August 11, 2025**, will be rejected by the District and returned without review. The District shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed and/or Emailed Proposals will not be accepted.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words:

“Proposal for RFP 25/26-001 Bond Counsel and Disclosure Counsel Services”

Submitted proposals must include the District's Request for Proposal package, along with the Proposal and Agreement forms and Pricing Sections. A “wet” signature is required for the purposes of this RFP. The completed documents(s) should be without interlineations, alterations, or erasures.

All Proposals shall be consultant offers subject to acceptance by the District and may not be withdrawn for a period of 60 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the District.

7. Questions from Respondents

Questions or comments regarding this RFP must be in writing and received no later than **12:00 p.m. (PDT) on July 29, 2025**. Any questions submitted after the deadline will not be answered. Any questions relative to the proposal shall be directed, in writing, to Monica Putzbach, Purchasing Manager at monica.putzbach@lmsvschools.org.

**Subject Line: Bond Counsel and Disclosure Counsel Services
RFP25/26-001 Questions**

8. RFP Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be posted on the District website. The District shall not be held liable for oral representations made by its officers, employees or agents. It shall be the responsibility of the respondents to check the District website or to inquire of the District as to any addenda issued. This may be done by emailing the Purchasing Manager at monica.putzbach@lmsvschools.org prior to the proposal-submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. **Proposers shall not contact any other employee, officer or representative of the District regarding this proposal.**

9. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the responder in: (1) preparing its response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

10. No Commitment to Award

Issuance of this RFP and receipt of responses do not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

11. Joint Offers

Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single consultant and not with multiple consultants doing business as a joint venture.

12. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," and incorporated in the Appendix section of the proposal.

13. Confidential Information

It is understood that proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Consultant's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Consultant should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal.

14. Notice

The data on pages of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information, which are trade secrets, disclosure of which would cause substantial injury to the Consultant's competitive position. The Consultant requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is

proper under federal, state, and local law.

15. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

16. Withdrawal of Statement of Qualifications

The Consultant or team may withdraw the RFP at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Consultant's organization to the attention of **Monica Putzbach, Purchasing Manager**.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner will not be considered.**

17. District's Representative

**District's representative: Tina Douglas
Assistant Superintendent, Business Services
La Mesa-Spring Valley Schools
4750 Date Avenue
La Mesa, CA 91942**

RESPONSE FORMAT AND CONTENT

18. Presentation

No proposal shall receive consideration by the District unless made in accordance with the instructions detailed herein. The proposal must be in black ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be concise and no more than **fifteen (15)** pages, excluding appendices.

19. Proposer Identification

Each proposal must state the full business address of the proposer and must be signed by the proposer. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms may result in rejection of proposal.

20. Response Content

The following format has been prepared as the guide for the development of the proposal in response to the RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Proposals must be limited to responses to the questions and issues outlined below.

All individuals who will be directly involved with the project should be identified and represent the consultant in all discussions and interviews.

20.1 Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to Monica Putzbach, Purchasing Manager, and should introduce the consultant or individual. It must be signed by an authorized officer of the consultant or organization, or by the individual who can bind the terms of the response. The executive summary must contain the following:

- 20.1.1 Legal name of the consultant.
- 20.1.2 State whether the consultant is local, national, or international.
- 20.1.3 Type of consultant (individual, corporation, etc.).
- 20.1.4 Brief description of the consultant, including number of years in business.
- 20.1.5 Number of employees located in Southern California Counties (San Diego, Orange, Los Angeles, Riverside, San Bernardino, etc.).
- 20.1.6 Date consultant established.
- 20.1.7 California Business License Number.
- 20.1.8 Tax Identification Number.
- 20.1.9 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.

- 20.1.10 If submitting as a team, note which team member (company) is the prime consultant or if it will be a prime sub-consultant(s) contractual relationship.

20.2 Table of Contents (Limit: 1 Page)

- 20.2.1 Table of Contents is to be included in the RFP and is to be no more than one (1) page.

20.3 Experience and Project Team Summary Proposed Staffing (Limit: 4 Pages)

In this section, please discuss the staff of proposing consultant who would be assigned to work with the District.

- 20.3.1 Describe your consultant in terms of the number of years in business and experience providing Bond Counsel and Disclosure Counsel Services to Public K-12 School Districts similar to that contemplated in this RFP.
- 20.3.2 Please describe your consultant's experience with financings of school districts or comparable issuers, and financings of similar size, type, and structures, including financings within San Diego County.
- 20.3.3 Describe your consultant's experience with related legislation, including tax matters.
- 20.3.4 Describe your consultant's experience and approach to federal securities laws.
- 20.3.5 Provide a summary of knowledge and experience of the attorneys that would be assigned to the transaction, particularly the individual with day-to-day responsibility for the School District.
- 20.3.6 Describe your consultant and assigned personnel's capabilities to evaluate legal issues, prepare documents and complete other tasks of a bond translation in a timely manner.

20.4 Methodology (Limit: 2 Pages)

- 20.4.1 Indicate what can be done to provide the School District with flexibility to deal with changing market conditions.

20.4.2 What challenges do you anticipate in providing complete and accurate disclosure for the Bonds?

20.5 References (Limit: 3 Pages)

20.5.1 Provide three references from similar projects, including the school district's name, contact information, and a description of work performed. Only include financings completed in the last 36 months. (Do not use LMSVSD as a reference). Please include the following information below:

- Year(s): i.e. 2020
- Institution/Entity: i.e. XYZ USD
- Contact Person: i.e. Smith, John
- Title: i.e. Chief Financial Officer
- Contact Phone Number: i.e. (619) 555-5555
- E-mail address i.e. J.Smith@acme.com
- Dollar Value of Transactions: i.e. \$50,000.00
- Brief scope of work provided and corresponding dates

20.5.2 Describe any activities or relationships that might present a conflict of interest for the School District, including financial relationships with other consultants providing services that the School District may procure for a bond issue.

20.6 Rationale for Selection (Limit: 1 page)

20.6.1 In light of your responses to the questions above, please provide your reasoning for your selection as bond counsel/disclosure counsel by the School District. The proposer should describe, in narrative form, why they feel they are the best candidate to perform the work specified by the RFP. Provide additional information you feel is relevant to your consideration. Supporting data and other supporting material may be provided in the Appendix portion of your response.

- 20.6.2 Please discuss any other factors not requested that you believe should be considered by the School District.

20.7 Project Plan (Limit: 1 page)

- 20.7.1 The proposer should submit as part of their proposal a proposed project plan, including schedule and key milestones, describing how they *will perform the work required by this contract. Also, make use of the section to propose your plan for the implementation of the contract.*

20.8 Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

In this section, provide specific information on termination for default, litigation settled, or judgments entered within the last five (5) years related to your consultant. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

In addition, provide the project name, date of dispute/claim, name of entity against whom the Claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by consultant or sub-consultant work for consultant. Provide details of any of the following actions:

- 20.8.1 If any regulatory agency has taken disciplinary action against the consultant or consultant team members in the Statement of Qualification,
- 20.8.2 If the consultant has even been convicted of a federal or state crime of fraud, theft, or other act of dishonesty,
- 20.8.3 If the consultant has ever been convicted of a crime involving any federal, state, or local law related to construction,
- 20.8.4 If a licensed responsible-in-charge individual on the proposed team or to the consultant has been found liable in a civil suit for

- material misrepresentation to any public agency or entity,
- 20.8.5 If in the last five (5) years a licensed responsible-in-charge individual on the proposed team or the consultant has been debarred, removed, or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason.
 - 20.8.6 If any insurance carrier in the last five (5) years, for any form of insurance, refused to renew an insurance policy for a licensed responsible-in-charge individual on the proposed team or the consultant based on non-payment or losses.
 - 20.8.7 Failure to enter into a contract or professional services agreement once selected.
 - 20.8.8 Withdrawal of a proposal as a result of an error.
 - 20.8.9 Termination or failure to complete a contract.
 - 20.8.10 Conviction of the consultant or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
 - 20.8.11 Knowing concealment of any deficiency in the performance of a prior contract.
 - 20.8.12 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - 20.8.13 Willful disregard for applicable rules, laws or regulations.

20.9 Insurance (Limit: 1 Page – Not Including Supporting Documentation)

Consultant s are to provide a letter from their insurance company indicating the ability to provide insurance. Insurance requirements include the following:

- 20.9.1 Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or

policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a rating of at least A.

20.9.2 Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder.

20.9.3 Consultant agrees to maintain in force, at all times, during the performance of work under this Agreement, Worker's Compensation Insurance as required by law of the State of California.

20.9.4 Consultant agrees to maintain, in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Further, if such insurance is on a claims-made basis, Consultant agrees to maintain, in full force and affect, such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.

20.9.5 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

20.9.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at consultant's expense, the premium thereon.

- 20.9.7 At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate(s).
- 20.9.8 The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

20.10 Indemnification

Consultant shall indemnify, pay for the defense of, and hold harmless District and its officers and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

FEE PROPOSAL

21. Fee Proposal (Limit: 1 Page)

Please provide a detailed summary of your proposed fees and expenses, and any assumptions used in deriving this fee structure. Please also provide any details and expectations on fees or costs to be paid should the School District elect to terminate its contract with your consultant. The School District has not yet determined if it will utilize a single consultant for both services or have different consultant s act as Bond and Disclosure Counsel. Consultant s should submit a separate fee proposal for Bond and Disclosure Counsel and a combined fee if proposing as both Bond and Disclosure Counsel. T h e Consultant shall complete Attachment E – Fee Proposal.

MISCELLANEOUS INFORMATION

22. Appendices – Add Options (Limit: None)

Include all appendices as necessary to fulfill the requirement for the RFP.

23. Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

23.1 Name of Proposer

23.2 Name of the RFP for which the consultant is submitting

RESPONSE EVALUATION AND SELECTION PROCESS

24. Evaluation Criteria

La Mesa-Spring Valley Schools reserves the right to select the consultant that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP. The District may or may not conduct interviews as part of the selection process. The District reserves the right to reject any and all proposals. After rejecting the proposals, the District reserves the right to negotiate the terms and conditions of the contract for the

procurement of said services. The selection process for the proposer(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Experience and Methodology – The District will consider and rate the proposer's experience and methodology in previously performed Bond and Disclosure Counsel services of this nature, size, and scope for California public school districts.	35 Points Maximum
Cost/Pricing – The District will consider and rate all costs submitted in the proposal.	30 Points Maximum
Qualifications of the Staff - The District will consider and rate the stability, qualifications, and depth of knowledge of the proposer's staff.	20 Points Maximum
Proposer's Rationale for Selection – The District will consider and rate the proposer's written narrative.	10 Points Maximum
Responsiveness of the Proposal – The District will consider how clearly the proposal has stated an understanding of the work to be performed.	5 Points Maximum
Possible Points	100 Points
Oral Presentation/Interviews (If Oral Presentations/Interviews are scheduled)	100 Points
Final Adjusted Points (If Oral Presentations/Interviews are scheduled)	200 Points Total

24.1 Oral Presentation/Interview

Upon selection of the most qualified respondents, the District may require the finalists to make an oral presentation/interview to the Evaluation Panel to further explain their qualifications and demonstrate their knowledge of the project. Once oral presentations/interviews have been conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses.

However, respondents are advised that award may be made without oral presentation/interviews or further discussion.

25. Contract Type

The contract awarded as a result of this solicitation shall be a fixed price contract for

which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost associated with providing the products and services listed herein and offered by the proposer.

26. Contractual Arrangements

The contract will be for a three-year period, renewable for two additional one-year periods.

27. Contract Award

The District intends to award one contract as a result of this RFP, after creating a short list of consultants to provide services. However, the District reserves the right to apportion the requirements of this RFP among multiple Consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

GENERAL PROVISIONS

28. Proposal Withdrawal

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

29. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

30. Multiple Proposals

No person, consultant, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, consultant, or corporation that has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer, is not thereby disqualified from

submitting a sub-proposal or quoting prices to other proposers.

31. Amendments

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued during the time of the RFP process shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

32. Billing

Specify any prompt payment discount: /Net 30 days / ____% ____Days

Discounts will not be considered when evaluating the proposal.

33. Invoicing

The proposer shall issue separate invoices on a monthly basis for all services provided. For the District's portion of the billable amount, invoices shall be submitted to:

La Mesa-Spring Valley Schools
Accounts Payable
4750 Date Avenue
La Mesa, CA 91942

Each invoice must reference **RFP25/26-001** and the assigned, applicable invoice number. Invoices for the District's portion shall be processed for payment once a month.

34. Disputed Charges/Billing

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount, provided, however, that the District agrees to provide notice to the proposer, with supporting documentation illustrating the basis for a bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the proposer, both parties agree to arbitration by an impartial third party. The contracted

proposer shall not disrupt long-distance service to the District for such issues pending resolution.

35. Taxes

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in your fee sections. Federal excise taxes are not applicable to school districts.

36. Proposal Negotiations

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

37. Independent Price Determination

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.

37.1 Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other proposer or to any competitor.

37.2 No attempt has been made or will be made by the Proposer to induce any other person or consultant to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

37.3 The signer is the individual within the Proposer's organization responsible for the decision regarding the prices offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

37.4 The signer is not the individual within the Proposer's organization responsible

for the decision regarding the prices offered in the proposal but has been authorized, in writing, to act as agent for the individuals responsible for such decisions in certifying that those individuals have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify the terms stated in the Independent Price Determination section. If these terms have been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

38. Extra, Additional or Omitted Work Payment

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Proposer. This may be done without the formality of securing proposals, if the increase so agreed upon does not exceed the greatest of ten percent (10%) of the original contract price of the amount authorized by law.

39. Assignment

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

40. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act,

beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

41. Governing Law and Venue

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Diego County.

42. Gratuities

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

43. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or in the event the Proposer should be adjudicated bankrupt, or if the Proposer makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, or if the Proposer or any sub-proposer violates any provision of this contract, the District may serve written notice upon Proposer and Proposer's surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

44. Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.

45. Right to Acquire Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources when deemed to be in the District's best interest.

46. Board of Trustees Approval

The award is subject to acceptance by the La Mesa-Spring Valley School District Board of Trustees at a regularly scheduled meeting.

The rest of this page intentionally left blank.

Exhibit A – Description of Services

Scope of Work

The scope of services shall include, but is not limited to, the following:

Bond Counsel Scope of Work

1. Devise and recommend to the District a financing plan for obligations to be issued, including maturity schedules and other terms and conditions.
2. Perform due diligence regarding the School District, and the School District's proposed use of proceeds
3. Engage in the necessary liaison with the County of San Diego regarding the School District's proposed use of proceeds
4. Participate, as necessary, in rating and bond insurance presentations
5. Work with Finance Team to develop an approach to the Election, including preparing a Resolution Calling the Election
6. Work with the Counties' Registrar of Voters to insure timely filing, review the School District's Argument in Favor, and prepare the necessary Canvass of Votes following a successful Election
7. Provide legal advice and consultation relating to tax matters associated with the proposed financing structure
8. Provide legal opinion with respect to the authorization and issuance of the debt obligations and whether the interest paid is tax-exempt under federal and/or State laws and regulation
9. Provide legal opinion regarding compliance with Rule 10b-5 of the Securities and Exchange Commission
10. Draft and review legal documentation including all required resolutions, closing documents and transcripts and coordinate the authorization and execution of those documents
11. Provide ongoing legal services in matters relating to interpretation of applicable regulations, legislation or pending litigation
12. Participate in conference calls or meetings, as requested, relating to the issuance of bonds or notes
13. Provide ongoing information to School District staff regarding the activity and legal status of the financing
14. Provide services related to the establishment and compliance requirements with the Citizen's Oversight Committee

Disclosure Counsel Scope of Work

1. Prepare a preliminary official statement and final official statement.
2. Preparation of the continuing disclosure agreement and bond purchase agreement.
3. Prepare continuing disclosure agreement.
4. Prepare bond purchase agreement.
5. Render 10b-5 opinion.
6. Participate in conference calls or attend meetings, as requested, relating to the issuance of Bonds.

Attachment A- Proposal Form

Monica Putzbach / Purchasing Department
La Mesa–Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

Re: Request for Proposal No. 25/26-001

The undersigned, doing business under the full and complete legal consultant name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company:_____

Legal Status:_____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number:_____
(Sole Proprietorship only)

Address:_____

Authorized Representative:_____
Signature

Name (print or type)

Title

Date:_____

Telephone:_____

Attachment B - Receipt of Request for Proposal (RFP) and Addenda

Upon return of the completed RFP for Consultant Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name		Initial
1	RFP dated August 11, 2025	
2	Addendum 1 (if applicable)	
3	Addendum 2 (if applicable)	
4	Addendum 3 (if applicable)	
5	Addendum 4 (if applicable)	
6	Addendum 5 (if applicable)	
7	Addendum 6 (if applicable)	
8	Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

Signature

Date

Title

Attachment C - Non-Collusion Affidavit

(To be executed by Proposer and submitted with Proposal)

State of California)
) ss.
County of _____)

I, _____ being first duly sworn, deposes and says that the proposer is _____ of _____ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted this proposal, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public In and for said County and State

My Commission Expires

Attachment D - Consultant Business Type

TO BE COMPLETED BY ALL CONSULTANTS AND SUB-CONSULTANTS

Consultant/Sub-consultant Name: _____

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

- ☐ 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 in 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 sub-consultant 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 La Mesa-Spring Valley School Projects.

Consultant/Sub-consultant: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

Name, Title: _____

Signature: _____

Attachment E – Fee Proposal

1. **Billable Hours:** Consultants are to indicate the title of each team member to be assigned to the project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to the issuance of any contact agreement.

Team Member Title	Hourly Billable Rate	Total Estimated Project Hours	Extended Cost
	\$		\$

Provide additional sheets if needed

Other Costs: Please indicate below any costs not specified above

Total Proposal Fee: \$ _____
(Including all billable hours and costs referenced above)

I/We, the undersigned, understand the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of the any agreement subsequently made with La Mesa-Spring Valley School District, and we attest to the best of our knowledge, to its accuracy.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

Attachment F – Agreement

This page intentionally left blank.

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Contract/PO # _____

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, **2025**, by and between the La Mesa-Spring Valley School District ("District") and _____ ("Consultant"), (together, "Parties").

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

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

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** Consultant shall provide bond strategy and communications services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on _____, 2025, and will diligently perform as required and complete performance by _____ unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
8. **Performance of Services.**
- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all 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 District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. **Termination.**

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or

13.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of

District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification.

- 14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.
- 14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

15. Insurance.

- 15.1. **Coverage.** Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

15.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
 - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 20.4. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 20.5. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant, Consultant's Employees, and/or Subconsultants.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subconsultants and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of

performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

La Mesa-Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942
Email: tina.douglas@lmsvschools.org
ATTN: Tina Douglas

Consultant:

Company Name
Address

Email: .
ATTN:

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **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.
30. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____

Dated: _____

La Mesa-Spring Valley School District

Company Name

By: _____

By: _____

Print Name: Tina Douglas

Print Name: _____

Print Title: Asst. Supt., Business Services

Print Title: _____

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES

Consultant's entire proposal is **not** incorporated.

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the La Mesa-Spring Valley Schools
("District") and _____ ("Contracting Party")

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF CERTIFICATION

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Consultant Agreement (Non-Construction) ("Agreement") between the La Mesa-Spring Valley School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- ☒ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided.
- ☐ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:
- _____ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
- _____ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:
- _____
- _____
- _____ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:
- _____
- _____
- ☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.
- ☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall

commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement.

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

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