



Sausalito Marin City School District
200 Phillips Drive
Sausalito, CA 94965

February 12, 2025

**REQUEST FOR PROPOSALS (“RFP”)
FOR FURNITURE CONSULTANT SERVICES**

The Sausalito Marin City School District (“**District**”) is requesting submissions of proposals (“**Proposal(s)**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to provide Furniture Consultant services (“**Services**”) at the District’s Dr. Martin Luther King, Jr. Academy Nevada Campus Reconstruction Project (“**School**”) as further described in the Scope of Services section below.

The RFP Schedule is as follows:

Event / Occurrence	Time / Date / Deadline
District Issues RFP	February 12, 2025
Deadline for Firms to submit questions regarding this RFP	February 26, 2025, 5 pm
Deadline for Firms to submit Proposals	Wednesday, March 5, 2025 @ 5 pm
District to interview some or all Firms (at discretion of District)	March 10-14, 2025
Tentative Board Approval Date	April 17, 2025

1. GENERAL INSTRUCTIONS

- 1.1. PROPOSALS.** Interested Firms must submit a Proposal via email to Hayden Parker at hayden@greystonewest.com with a copy to Brenda Parella, brenda@greystonewest.com (“**Point of Contact**”). **ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DATE AND TIME SET FORTH IN THE RFP SCHEDULE. Specify “RFP Proposal – Furniture Consultant Services – [Firm Name]” in the subject line.** No corrected or resubmitted Proposals will be accepted after the above date. Any Proposals submitted after the deadline may be deemed non-responsive.
- 1.2. QUESTIONS AND REQUESTS FOR INFORMATION.** Questions regarding this RFP shall be made in writing and emailed to the Point of Contact. **All questions must be submitted by the date and time in the RFP Schedule. Specify “RFP Questions – Furniture Consultant Services – [Firm Name]” in the subject line.** Questions received after the date and time noted shall not receive a response. District may respond to questions presented via addenda to this RFP. From the date of issuance of this RFP until the selection process is completed, any interested Firm and/or their agent or representative, shall only communicate regarding this RFP with the Point of Contact named herein, and may not communicate with any District Superintendent, staff member, member of the Board of Trustees (“**Board**”), member of any other Board-

appointed committee, or District consultant other than the Point of Contact. Any interested Firm violating the communications prohibition may be disqualified at District's discretion.

2. SCOPE OF SERVICES

The District requires the assistance of one (1) or more qualified Firm(s) to provide some or all of the Services described in the form of Agreement ("**Agreement**"), attached hereto as Attachment 1 and incorporated by reference. The Scope of Services will be finalized with the selected Firm(s).

3. CONTENT OF PROPOSAL

Firms' Proposals. Each Firm's Proposal must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firm's Proposal shall be no longer than **thirty (30) pages**, inclusive of résumés, forms, and pictures, and tabbed and organized according to the numbering system reflected below. Proposals must be concise, well organized, and demonstrate Firm's qualifications.

- 5.1 Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, fax numbers, email addresses, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- 5.2 Table of Contents.** A table of contents of the material contained in the Proposal should follow the Letter of Interest.
- 5.3 Executive Summary.** The executive summary should contain an outline of the Firm's approach, along with a brief summary of the Firm's qualifications.
- 5.4 Proposed Personnel/Firm Team.** Include resumes of key personnel who would be performing Services for the District and identify any subconsultants that Firm anticipates using for the Services. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. Indicate all applicable professional registration, certification, and/or license designations and numbers of proposed personnel/subconsultants.
- 5.5 Firm and Firm Services Information.** Provide a comprehensive description of the Services offered by Firm and details on the Firm itself. The description should include the following:
 - 5.5.1 Provide a brief history of the Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 5.5.2 Provide Firm's contact information and email address to send Firm notifications pursuant to this RFP.
 - 5.5.3 Describe in detail all Services provided by the Firm and describe how the Firm intends to accomplish the Services required by the District.
 - 5.5.4 Provide a work plan detailing the approach the Firm intends to follow to perform the Services. Describe the Firm's philosophy and how the Firm will work with the District staff to perform the Services. The consulting plan should completely cover what work will be performed to allow the

Firm to render the Services described in this RFP. The work plan should also detail how the Firm plans to successfully perform the Services specified in this RFP.

- 5.5.5 Include letters of reference, testimonials, and examples of previously completed projects, if available, relating to services performed by the Firm for school districts, educational institutions, and local agencies in the past five (5) years. The Firm should limit letters of references or testimonials to no more than ten (10). Please include the name of the district or local agency, contact person, contact information, a description of services provided, and dollar value of each project.
- 5.6 Schedules.** Discuss Firm's ability to meet project schedules for projects with very tight timetables, Firm's schedule management procedures, and how Firm has successfully handled potential and actual delays. Identify established methods and approaches utilized by Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- 5.7 Insurance.** Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in the Agreement.
- 5.8 Legal Issues.**
- 5.8.1 Provide a statement of all claim(s) filed against the Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- 5.8.2 Have any of the Firm's contracts to provide services similar to the Services in this RFP been terminated for cause within the past five (5) years? If so, please describe why the contract was terminated for cause.
- 5.9 Additional Data.** Provide additional information about the Firm as it may relate to Firm's Proposal.
- 5.10 Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, or Services, or the District that may have a potential to conflict with the Firm's ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the projects to which the Firm may provide Services.
- 5.11 Compensation.**
- 5.11.1 **Fee Proposal.** Please provide a fixed price (not-to-exceed amount) fee proposal to perform the Services. Firm shall provide detailed information on typical billing practices (i.e. flat fee, hourly, other), including reimbursable cost categories and hourly billing rates by position for additional services.
- 5.11.2 **Fee Schedule.** Please also provide a current fee schedule that the Firm would charge or bill for the Services.
- 5.11.3 **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation that are not included in the scope of Services.
- 5.12 Agreement Form (Attachment 1).** If a Firm has any comments or objections to the Agreement, it must provide those comments or objections in its Proposal. The Agreement (which includes insurance and indemnification provisions) specifies the Services generally, but District reserves the right to adjust the Agreement and the Services as necessary. **PLEASE NOTE: District will not consider any substantive**

changes to the form of Agreement if they are not submitted at or before the time the Firm's Proposal is due.

4. DISTRICT'S EVALUATION / SELECTION PROCESS

The District intends to select one of the Firms - but reserves the right to select more than one Firm, or none - that best meet(s) the District's needs to perform the Services, or any component thereof. Any award of a contract will be subject to approval by the District's Board of Trustees. Firms will be evaluated and selected based on qualifications and demonstrated competence. The District will award a contract to the Firm(s) that demonstrates the best ability to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the Firm's past experience, performance information, expertise, cost, team experience, approach to the Services, resumes of proposed personnel, and other relevant criteria.

5. TERMS AND CONDITIONS

- 5.1.** The District reserves the right to contract with any Firm responding to this RFP for all or portions of the Services, to reject any Proposals as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Proposals from, or to contract with, any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.
- 5.2.** Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
- 5.3.** Issuance of this RFP does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a Proposal. Firms should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees, as well as approval by the District's Board of Trustees.
- 5.4.** The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.

- 5.5. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. The District reserves the right to amend this RFP by means of addenda.
- 5.6. In the event the Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm, with the authority to enter into binding contracts with the District, attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Proposal, interview, or selection process.

Attachment 1

Form of Agreement

**SAUSALITO MARIN CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
(FURNITURE CONSULTANT SERVICES)**

This Independent Contractor Professional Services Agreement (“**Agreement**”) is made and entered into on _____, 2025, by and between **Sausalito Marin City School District (“District”)** and _____ (“**Consultant**”). District and Consultant may be referred to herein individually as “**Party**” or collectively as “**Parties.**”

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained, experienced, and competent to perform the special services required. The Consultant shall furnish to the District the services as indicated in **Exhibit A (“Services” or “Work”)**.

2. **Price & Payment.** The Consultant shall furnish the Services to the District for the following compensation:

- Consultant is providing services for a **total flat fee** of: \$_____.00; **or**
- Consultant shall provide Services at rates indicated in **Exhibit B (“Schedule of Rates and Fees”)** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed** \$_____.00; **or**
- Other: _____ (“**Agreement Price**”)

District shall pay Consultant only for all undisputed amounts within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made. Consultant’s invoice must be sufficiently detailed. It shall reflect the days worked, hours spent, and tasks performed by the Consultant in performing the Services. The payments specified in **Exhibit B** (if applicable) shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement. Consultant shall submit all billings for Services to the District in the manner specified by the District.

3. **Term.** Consultant shall commence providing the Services under this Agreement on _____, 2025, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on _____, 20__.

4. **Insurance:** Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days’ written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any subconsultant, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Consultant, subconsultant, or agent has been obtained (**Check all that apply**).

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal injury aggregate.

Automobile Liability, Any Auto (combined single limit): \$1,000,000 per occurrence; \$2,000,000 aggregate.

Worker’s Compensation: Broad form all-states coverage; statutory limits pursuant to State law.

Employer’s Liability: \$1,000,000 limit per occurrence.

Professional Liability (E&O) (If Consultant is providing professional services or advice): on a claim made form; \$1,000,000 per occurrence; deductible or self-retention shall not be greater than \$25,000 per occurrence.

Sexual Abuse or Molestation: Not less than \$1,000,000 per occurrence; \$2,000,000 aggregate; \$3,000,000 excess/umbrella coverage.

5. **Terms & Conditions.** The Consultant has read, understands, and agrees to comply with the Terms & Conditions of this Agreement, attached hereto and incorporated herein by this reference. **CONSULTANT INITIAL HERE:** _____

6. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted the following document of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Certifications to Be Completed by Consultant
_____ Other: _____	

7. **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 (effective upon receipt), sent by overnight delivery service (effective the next business day following delivery thereof to the overnight delivery service), or emailed. Notices shall be sent to the following addresses:

District Sausalito Marin City School District 200 Phillips Drive Marin City, CA 94968 Email: _____ Attn: _____	Consultant: _____ _____ _____, CA _____ Email: _____ Attn: _____
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8. **Tuberculosis (TB) Screening.** Check one of the following boxes:

The District has a statement of TB Clearance on file for each person.

Waiver of TB Screening. Consultant is not required to provide evidence of TB Clearance because Consultant shall not work directly with students on more than an occasional basis.

INITIAL HERE: _____ (Consultant initials). **INITIAL HERE:** _____ (District Representative initials)

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, Consultant certifies, under penalty of perjury, that all the information provided in and for this Agreement is true, complete, and correct:

Dated: _____, 2025 Dated: _____, 20__

Sausalito Marin City School District **Consultant:** _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Information regarding Consultant:

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

_____: Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

1. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services.
2. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her 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.
4. **Standard of Care.**
 - 4.1. 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 shall 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. Consultant's Services shall be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 4.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and shall provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 4.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 4.4. Consultant shall ensure that any individual performing Services under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Services assigned to them.
5. **Originality of Services.** 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 the 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.
6. **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.
7. **Termination.**
 - 7.1. **Without Cause 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 the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.2.1. material violation of this Agreement by the Consultant; or
 - 7.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 7.2.3. Consultant is adjudged as bankrupt or 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 after District gives written notice to Consultant cease and terminate. In the event of this termination, the District may secure the required Services

from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are cumulative of any other rights or remedies available to District pursuant to this Agreement or at law and equity, and shall in no way limit those rights or remedies.

7.3. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, contractors, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), in any way arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

9. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

10. **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 Agreement 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 work 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, and shall defend and indemnify the District from

any Claims arising therefrom as provided for herein.

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

12. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant shall 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.

14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply, and shall require like compliance by all its subconsultant(s), 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.

15. **Workers' Compensation.** Consultant shall comply with the provisions of Labor Code § 3700, et seq., 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. Consultant shall either be insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State 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.

16. **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 three (3) years thereafter. Consultant shall permit the 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 the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours,

unless Consultant otherwise consents.

17. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance and announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

18. 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.

19. Disputes. In the event of a dispute between the Parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties with each Party to bear its own expenses thereof unless otherwise agreed upon by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop the provision of Services.

20. Confidentiality. The 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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. 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.

22. 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 California

county in which the District's administration offices are located.

23. 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 that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subconsultants are to smoke or use drugs or alcohol on these sites.

27. Conflict of Interest. Consultant shall abide by and be subject to all applicable District policies, regulations, statutes, or other laws regarding conflict of interest. Consultant shall not hire any officer or employee of District to perform any service by this Agreement. Consultant affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Consultant's family, business or financial interest and the Services provided under this Agreement, and in the event of change in either private interest or Services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change shall be brought to District's attention in writing. Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Consultant agrees it shall notify District of this information.

28. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Consultant absent formal approval.

CERTIFICATIONS TO BE COMPLETED BY CONSULTANT

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

Fingerprint / Background Check Certification (Education Code § 45125.1). Pursuant to Education Code Section 45125.1, Consultant has obtained for any employee (or subconsultant(s)'s employee) who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, a valid criminal records summary provided by the Department of Justice (DOJ).

- The employee must provide sets of fingerprints to the DOJ that the DOJ will use to obtain criminal record summary information from itself and the Federal Bureau of Investigation (FBI).
 - The DOJ shall review the criminal record summary it obtains from its internal search and from the FBI to ascertain whether an applicant for employment has a conviction, or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary for an employee reflects a conviction or arrest for any of these, that employee shall not perform any services for the District.
 - The Consultant shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.
-

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the District site and the employees of Consultant's subconsultant(s) that will be on the District site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Russian Sanctions Certification. On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONSULTANT TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Consultant _____

Signature: _____

By: _____ (Print Name)

Title: _____

**Exhibit A
Scope of Work**

Scope of work includes the following services noted below to assist the District with outfitting new and existing classrooms buildings with new loose furniture for the following spaces:

Fourteen (14) standard classrooms
One (1) STEM laboratory
Four (4) Kindergarten Classrooms
Library – not including library stacks/bookshelves
Administration Building Lobby
Two (2) conference rooms
Six (6) small offices
One (1) Staff Lounge

Consultant shall perform the following Services for the Martin Luther King Jr. Academy, Nevada Campus, 636 Nevada St, Sausalito, CA 94965 (“Site”):

1. Advise and assist District to identify and acquire appropriate furniture for use by District students and staff within a new school building located at the Site, based on factors including, but not limited to, intended classroom and facility use, available vendors, acquisition timetable, pricing, quality, and other factors determined by the District (including upon Districts agreement to Consultant’s recommendation of factors to be considered);
2. Assess and determine optimal furniture layout for District facilities at the Site in conjunction with furniture purchases;
3. Identify and recommend vendors, procurement methods, and available contracts for purchase of selected furniture. Contracts for purchase of furniture may be reviewed by District’s legal counsel. Recommendations shall include identification of cost-saving opportunities available to the District for purchase of furniture, including, but not limited to, via use of cooperative purchasing programs, California Multiple Award Schedules (“**CMAS**”), and other procurement methods.
4. Prepare schedule to ensure timely provision of Services and District’s procurement of furniture for opening of the facility(ies) at the Site .
5. Attend meetings and site visit(s) as necessary to perform the Services.
6. Coordinate and communicate with District’s other consultants and contractor(s) performing work at the Site.

[IF APPLICABLE]

**Exhibit B
Schedule of Rates and Fees**

[ATTACH CONSULTANT'S RATES AND FEES IF NOT A FLAT FEE]

KEYNOTES

- 06.22 PLASTIC LAMINATE COUNTERTOP - 06 41 00
- 06.82 DISPLAY CASE WITH A TACKABLE BACK PANEL, 66" H X 48" W X 16" D (CLARIDGE PRODUCTS OR EQUAL)
- 06.83 42" TALL DOUBLE-SIDE OPEN WOOD SHELVING, 3 ROWS (RUSSWOOD, ENVISION SERIES, CURVE SHELVING OR EQUAL)
- 08.25 FOLDING GLASS DOOR - 08 43 33
- 09.30 ACOUSTIC WALL PANEL - 09 84 13
- 10.01 MARKERBOARD (16'-0" W X 4'-0" H) - 10 11 16
- 10.02 MARKERBOARD (16'-0" W X 4'-0" H) - 10 11 16

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-121006 INC. 2
REVIEWED FOR:
SS FLS ACS
DATE: 7/15/2024

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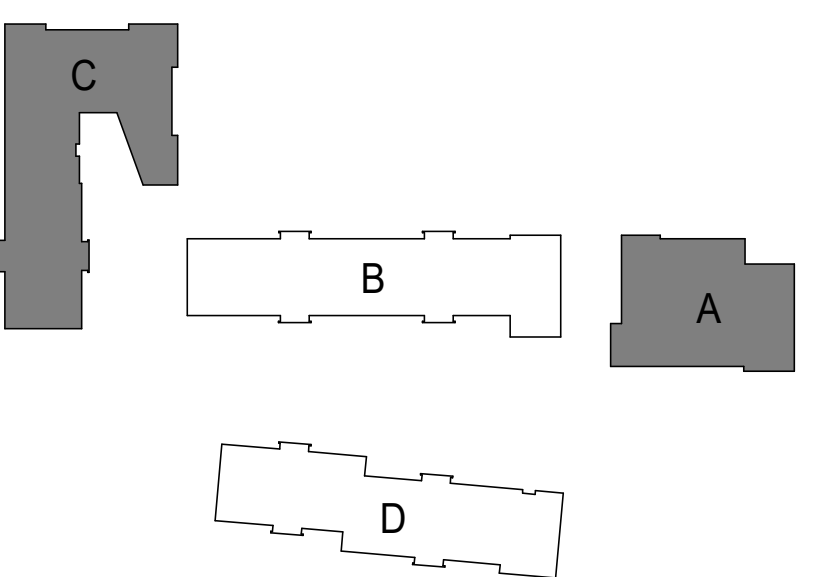
FLOOR PLAN GENERAL NOTES

1. BLDG A, B, AND C FIRST FLOOR FINISH FLOOR IS 0'-0" = 62'-6"
BLDG D FIRST FLOOR FINISH FLOOR IS 0'-0" = 70'-6"
2. SEE 03.13 FOR ALL ACCESSIBLE CLEARANCE REQUIREMENTS.
3. DOOR FRAMES LOCATED NEAR ADJACENT WALLS OR CASEWORK TO BE 4" FROM INSIDE CORNER, U.N.O.
4. SEE PARTIAL PLANS FOR BALANCE OF INFO
5. ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF EXTERIOR SHEATHING, FOUNDATION / PERIMETER CURB, U.N.O.
6. ALL INTERIOR DIMENSIONS ARE TO FACE OF FRAMING, U.N.O.
7. ALL INTERIOR PARTITIONS ARE FULL HEIGHT TO BOTTOM ROOF DECK U.N.O.
8. SEE EQUIPMENT PLAN FOR ALL INFORMATION REGARDING EQUIPMENT
9. INSTALL CORNER GUARD ON ALL WALL CORNERS (U.N.O.) - 10 28 13
10. REFER TO G4-1-2 FOR SIGNAGE PLANS

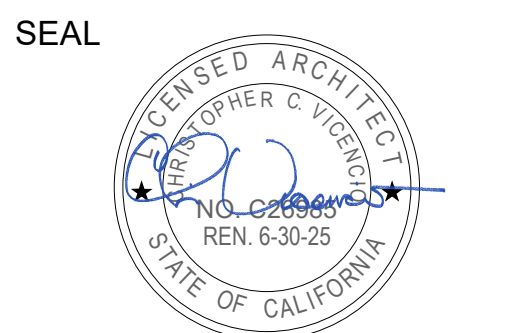
FLOOR PLAN LEGEND

- FE FIRE EXTINGUISHER
- FE FIRE EXTINGUISHER IN CABINET
- FD SLOPE FLOOR TO DRAIN, SLOPE NOT TO EXCEED 2%. DRAIN TO BE FLUSH WITH FLOOR
- 60" DIAMETER CLEAR TURNING SPACE
- 48" x 30" CLEAR FLOOR SPACE
- 5' CLEAR
- 2'-3" TYP @ 3'-6" DOOR
- 2'-0" TYP @ 3'-0" DOOR
- TYPICAL DOOR LAYOUT UNO
- 4' CLEAR
- 4' CLEAR
- WALL TYPE TAG, ADJACENT ELEVATION TEXT NOTE DENOTES PARTIAL HEIGHT WALL DIMENSION. REFER TO FLOOR PLAN GENERAL NOTE 7
- GW5.1
+5'-6"

BUILDING LOCATION KEY



DSA APP. NO. 01-121006

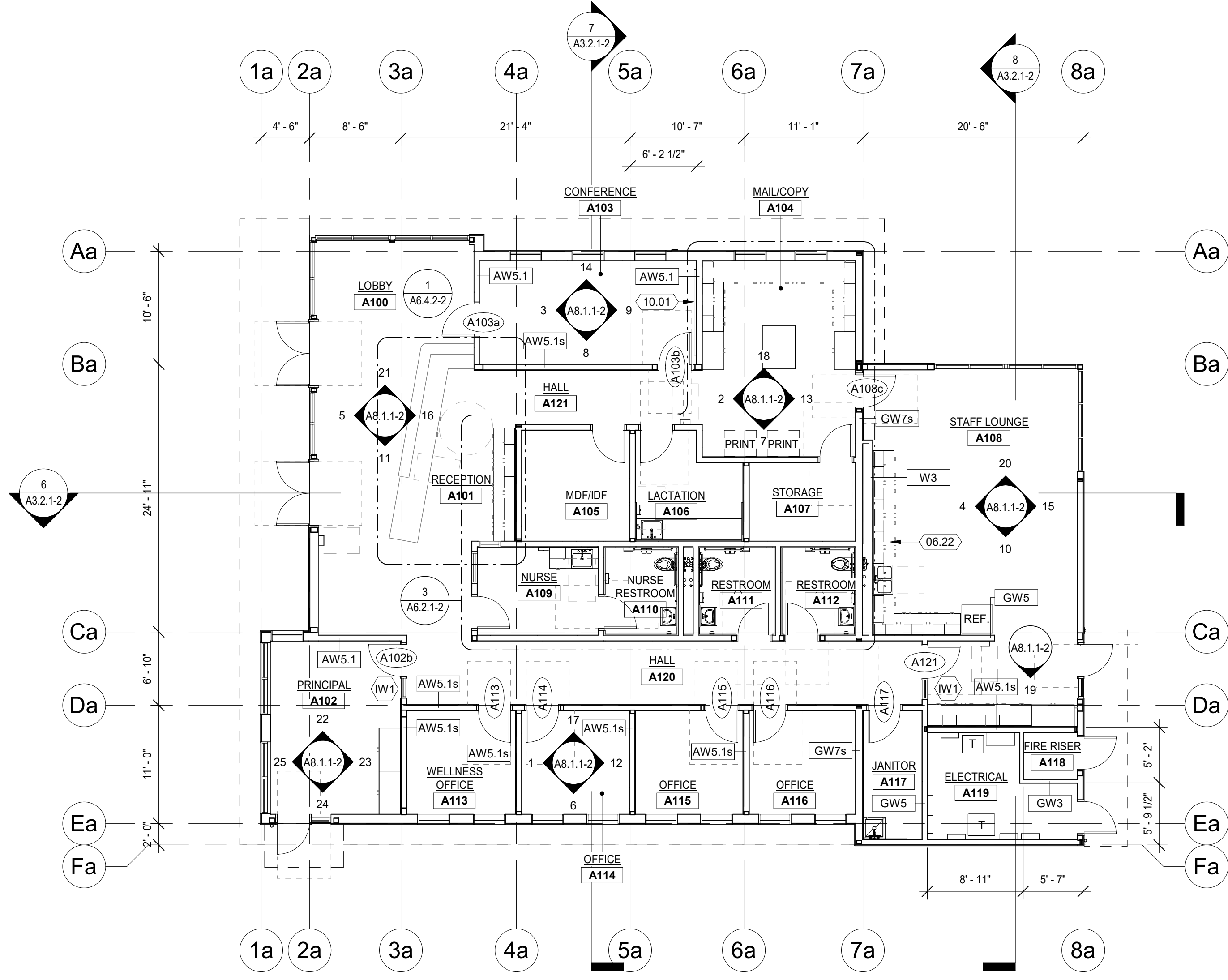


100% CONSTRUCTION DOCUMENTS

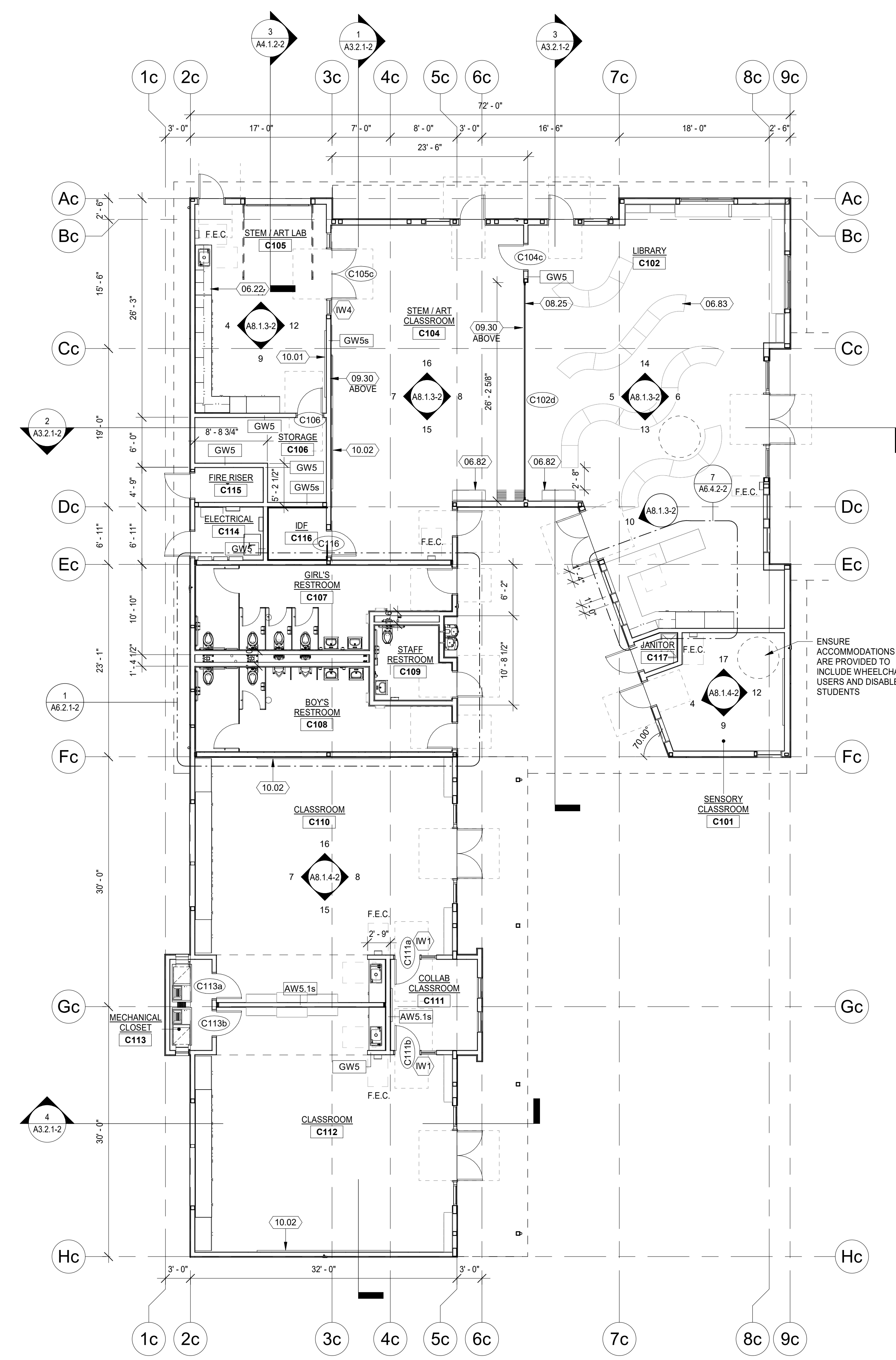
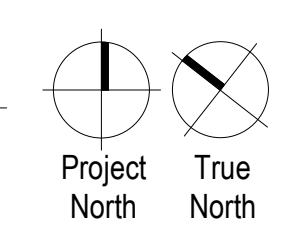
Drawn By KM	Project No. 22-180
Checked By AT	Date 05/28/2024
NO. DATE ISSUE	DRAWING NO.

Project
SAUSALITO MARIN CITY SCHOOL DISTRICT
DR. MARTIN LUTHER KING JR.
ACADEMY
636 NEVADA STREET,
SAUSALITO, CA 94965

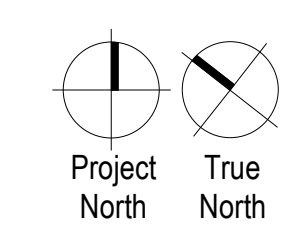
A6.1.1-2



1 INTERIOR FLOOR PLAN - BUILDING A
1/8" = 1'-0"



2 INTERIOR FLOOR PLAN - BUILDING C
1/8" = 1'-0"



KEYNOTES

- 05.08 PREFABRICATED ALUMINUM ACCESS LADDER - 05 51 33
- 10.01 MARKERBOARD (8'-0" W X 4'-0" H) - 10 11 16
- 10.02 MARKERBOARD (16'-0" W X 4'-0" H) - 10 11 16
- 22.03 ACCESSIBLE SINK, SEE PLUMBING DRAWINGS.

IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 APP: 01-121006 INC. 2
 REVIEWED FOR
 SS FLS ACS
 DATE: 7/15/2024

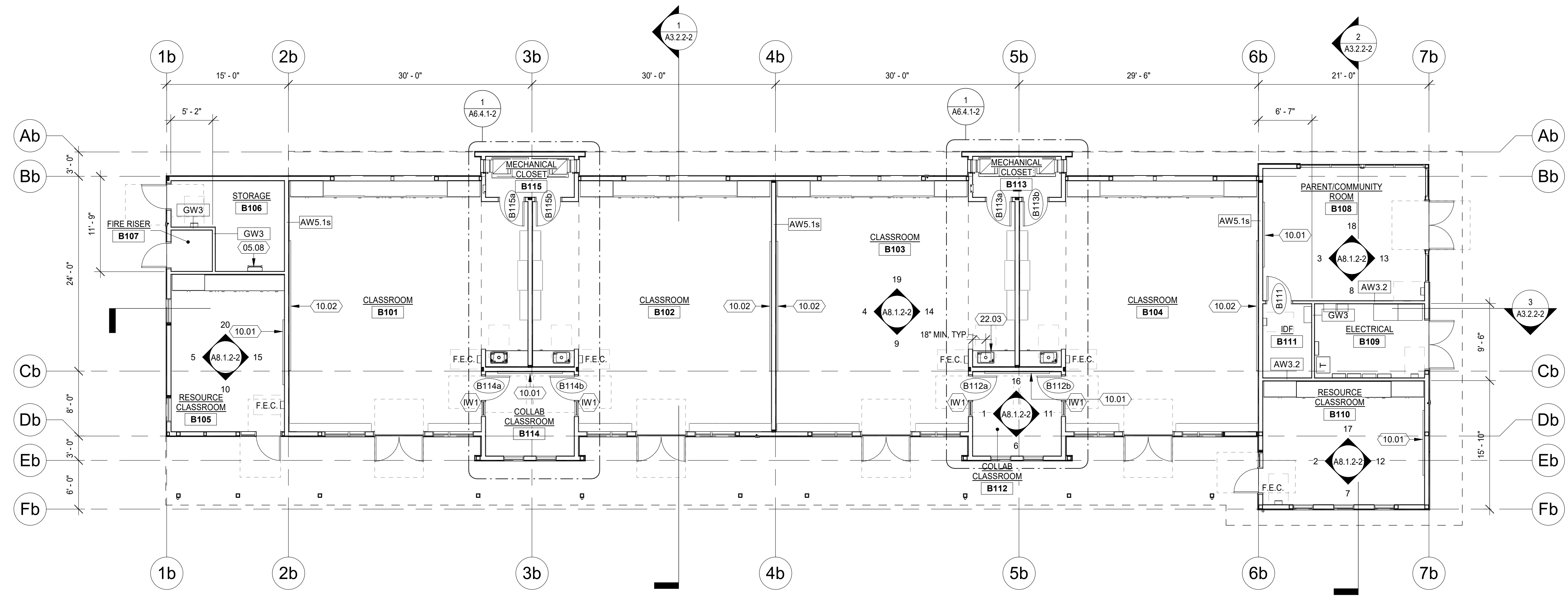
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FLOOR PLAN GENERAL NOTES

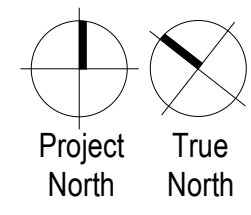
1. BLDG A, B, AND C FIRST FLOOR FINISH FLOOR IS 0'-0" = 62'-6"
 BLDG D FIRST FLOOR FINISH FLOOR IS 0'-0" = 70'-6"
2. SEE 03.13 FOR ALL ACCESSIBLE CLEARANCE REQUIREMENTS.
3. DOOR FRAMES LOCATED NEAR ADJACENT WALLS OR CASEWORK TO BE 4" FROM INSIDE CORNER, U.N.O.
4. SEE PARTIAL PLANS FOR BALANCE OF INFO
5. ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF EXTERIOR SHEATHING, FOUNDATION / PERIMETER CURB, U.N.O.
6. ALL INTERIOR DIMENSIONS ARE TO FACE OF FRAMING, U.N.O.
7. ALL INTERIOR PARTITIONS ARE FULL HEIGHT TO BOTTOM ROOF DECK U.N.O.
8. SEE EQUIPMENT PLAN FOR ALL INFORMATION REGARDING EQUIPMENT
9. INSTALL CORNER GUARD ON ALL WALL CORNERS (U.N.O.) - 10 28 13
10. REFER TO G4-1-2 FOR SIGNAGE PLANS

FLOOR PLAN LEGEND

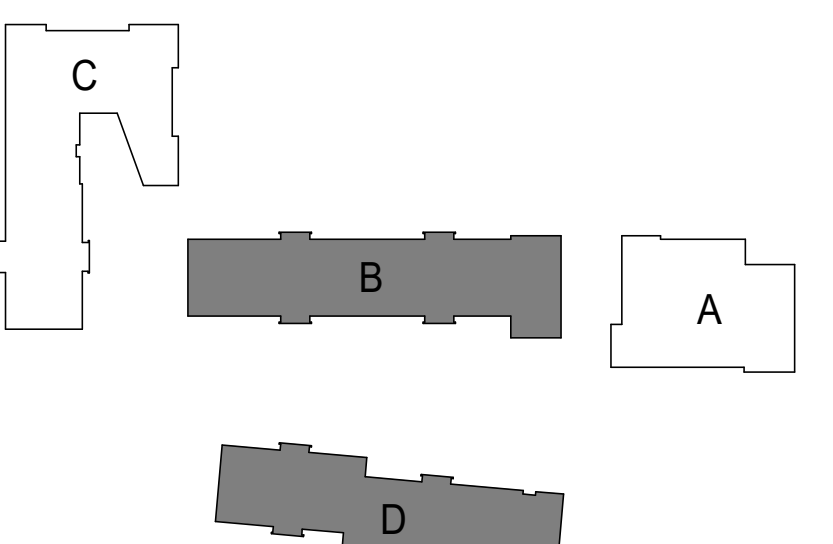
	FIRE EXTINGUISHER
	FIRE EXTINGUISHER IN CABINET
	SLOPE FLOOR TO DRAIN, SLOPE NOT TO EXCEED 2%. DRAIN TO BE FLUSH WITH FLOOR
	60" DIAMETER CLEAR TURNING SPACE
	48" x 30" CLEAR FLOOR SPACE
	5" CLEAR
	2-3" TYP @ 3-6" DOOR
	2-0" TYP @ 3-0" DOOR
	TYPICAL DOOR LAYOUT UNO
	WALL TYPE TAG, ADJACENT ELEVATION TEXT NOTE DENOTES PARTIAL HEIGHT WALL DIMENSION. REFER TO FLOOR PLAN GENERAL NOTE 7
	GW5.1 +9'-6"



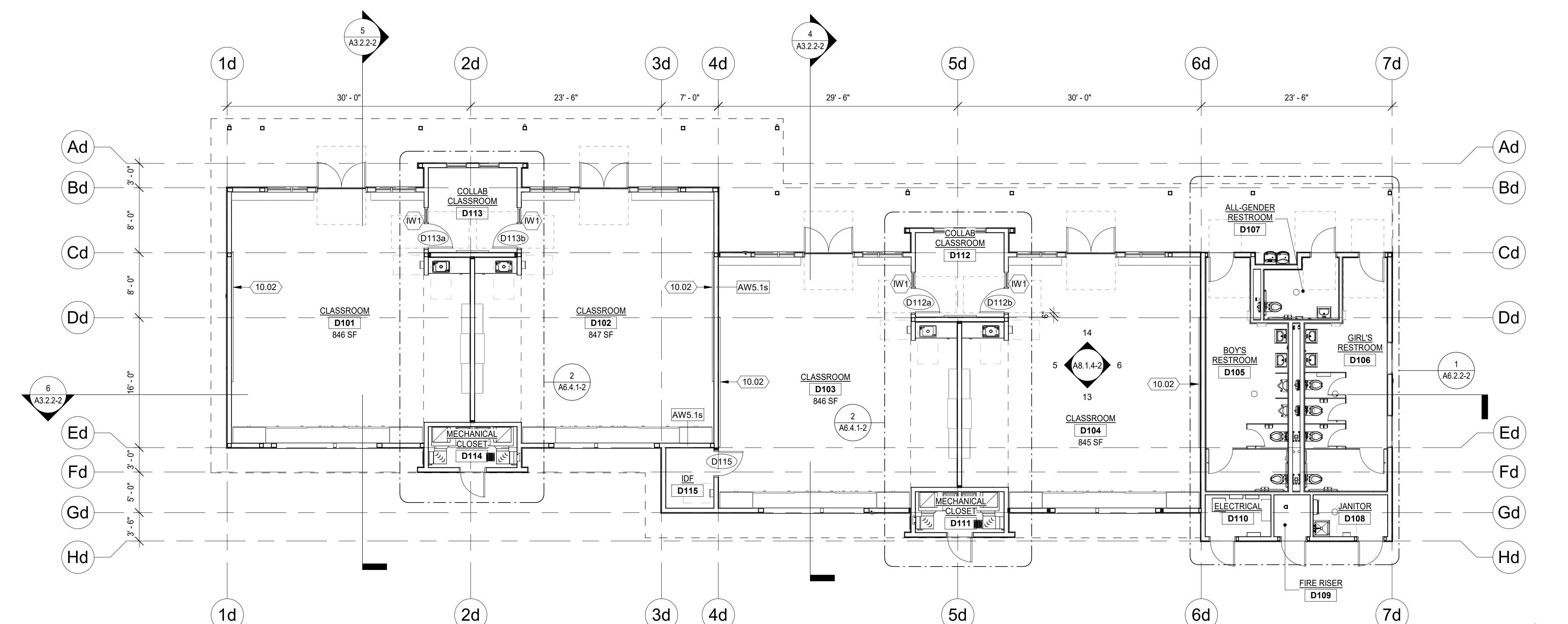
① INTERIOR FLOOR PLAN - BUILDING B
 1/8" = 1'-0"



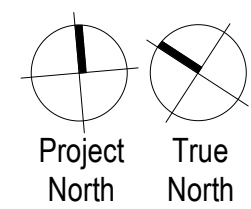
BUILDING LOCATION KEY



DSA APP. NO. 01-121006



② INTERIOR FLOOR PLAN - BUILDING D
 1/8" = 1'-0"



SEAL

100% CONSTRUCTION DOCUMENTS

NO.	DATE	ISSUE

Project: SAUSALITO MARIN CITY SCHOOL DISTRICT
 DR. MARTIN LUTHER KING JR. ACADEMY
 636 NEVADA STREET, SAUSALITO, CA 94965

Drawn By: KM
 Checked By: AT
 Project No.: 22-180
 Date: 05/28/2024
 DRAWING NO.: **A6.1.2-2**

KEYNOTES

22.05 TOILET, SEE PLUMBING DRAWINGS.

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DIV. OF THE STATE ARCHITECT
APP: 01-121006 INC. 3
REVIEWED FOR
SS FLS ACS
DATE: 4/25/2024

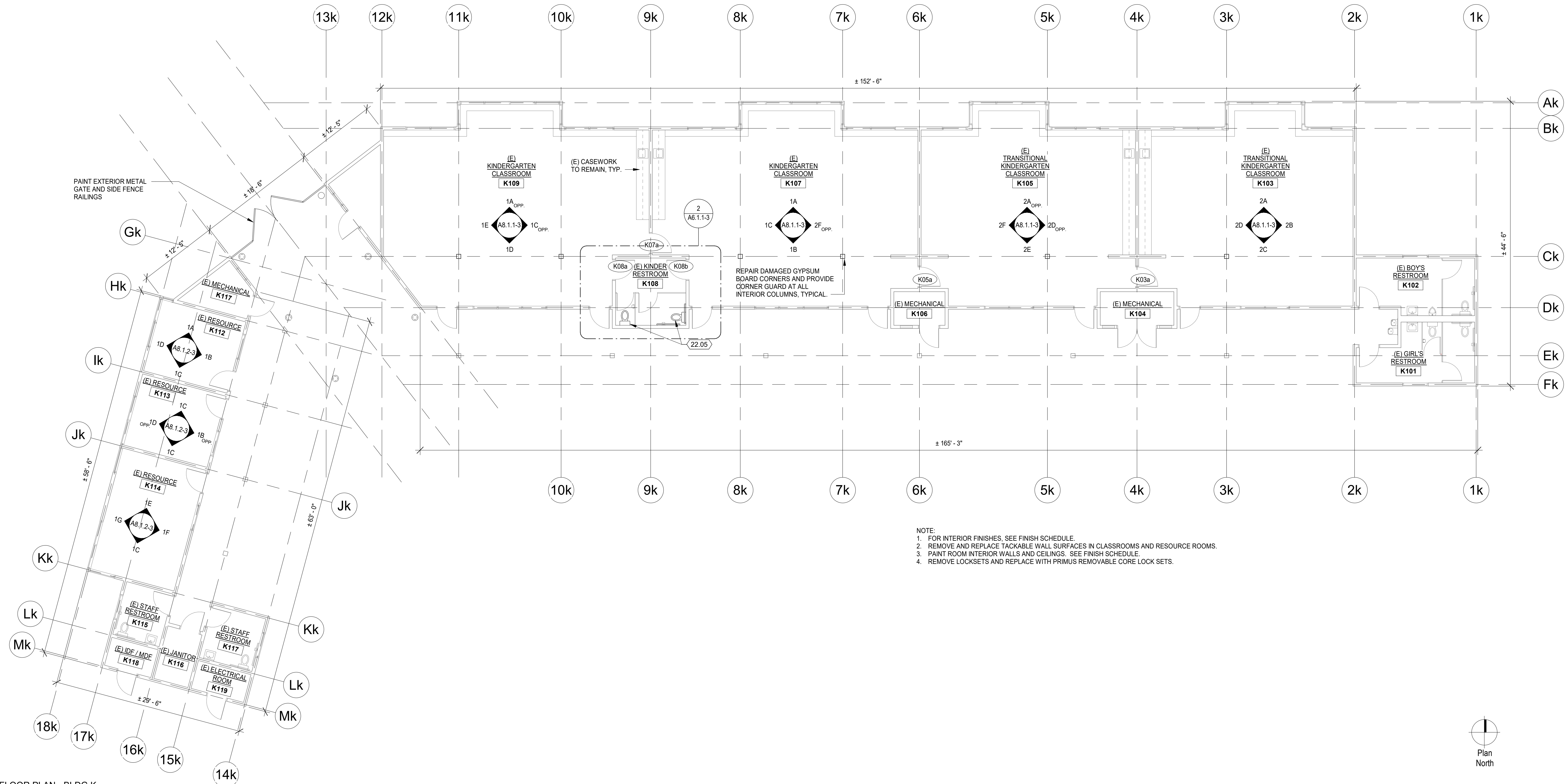
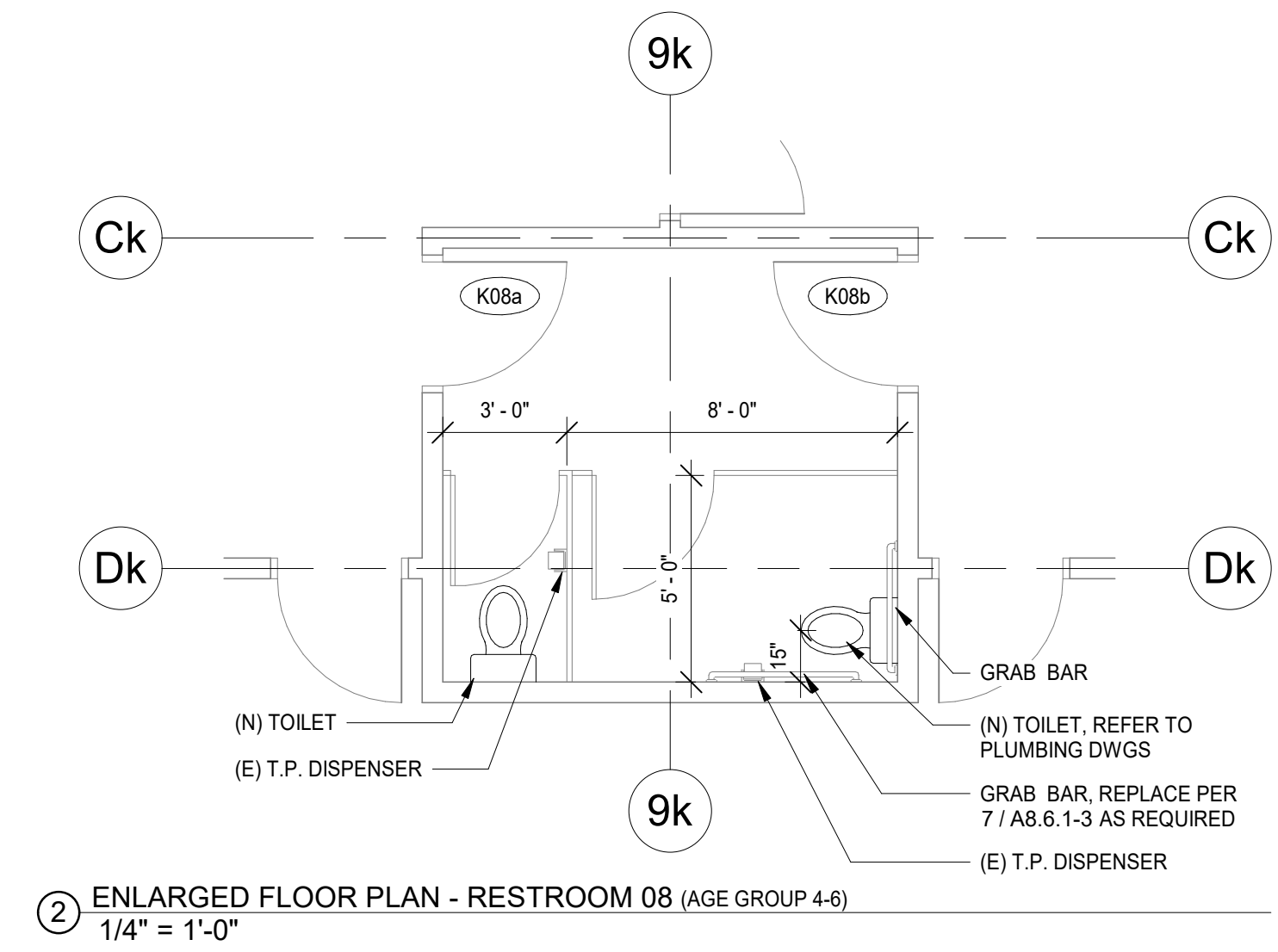
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FLOOR PLAN GENERAL NOTES

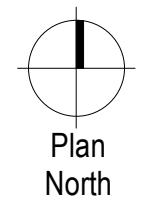
- (E) BLDG M FIRST FLOOR FINISH FLOOR IS 0'-0" = -81'-4"
- (E) BLDG K FIRST FLOOR FINISH FLOOR IS 0'-0" = -85'-8"
REFER TO INCREMENT 1, CIVIL DRAWINGS
- SEE FOR ALL ACCESSIBLE CLEARANCE REQUIREMENTS.
- (N) DOOR FRAMES LOCATED NEAR ADJACENT WALLS OR CASEWORK TO BE 4" FROM INSIDE CORNER, U.N.O.
- ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF EXTERIOR SHEATHING, FOUNDATION / PERIMETER CURB, U.N.O.
- ALL INTERIOR DIMENSIONS ARE TO FACE OF FRAMING, U.N.O.
- ALL (N) INTERIOR PARTITIONS ARE FULL HEIGHT TO BOTTOM ROOF DECK U.N.O.
- SEE EQUIPMENT PLAN FOR ALL INFORMATION REGARDING EQUIPMENT

FLOOR PLAN LEGEND

- FIRE EXTINGUISHER
- FIRE EXTINGUISHER IN CABINET
- SLOPE FLOOR TO DRAIN, SLOPE NOT TO EXCEED 2%, DRAIN TO BE FLUSH WITH FLOOR
- 60" DIAMETER CLEAR TURNING SPACE
- 48" x 30" CLEAR FLOOR SPACE
- TYPICAL DOOR LAYOUT UNO
- WALL TYPE TAG, ADJACENT ELEVATION TEXT NOTE DENOTES PARTIAL HEIGHT WALL DIMENSION, REFER TO FLOOR PLAN GENERAL NOTE 7



- NOTE:
- FOR INTERIOR FINISHES, SEE FINISH SCHEDULE.
 - REMOVE AND REPLACE TACKABLE WALL SURFACES IN CLASSROOMS AND RESOURCE ROOMS.
 - PAINT ROOM INTERIOR WALLS AND CEILINGS. SEE FINISH SCHEDULE.
 - REMOVE LOCKSETS AND REPLACE WITH PRIMUS REMOVABLE CORE LOCK SETS.



① FLOOR PLAN - BLDG K
1/8" = 1'-0"

DSA APP. NO. 01-121006



100% CONSTRUCTION DOCUMENTS			Project No. 22-180
Drawing Title INTERIOR FLOOR PLAN - BLDG K			
NO.	DATE	ISSUE	Drawn By KM
			Checked By AT
			Project No. 22-180
			Date 04/23/2024
			DRAWING NO. A6.1.1-3

Project
SAUSALITO MARIN CITY SCHOOL DISTRICT
DR. MARTIN LUTHER KING JR. ACADEMY
636 NEVADA STREET,
SAUSALITO, CA 94965

NOTES

- REFER TO **D10.2.3** FOR EXTENTS OF (E) CONCRETE SLAB DEMOLITION. CONTRACTOR TO ASSUME (N) CONCRETE SLAB AT THESE LOCATIONS TO ENSURE COMPLETE FINISH SURFACE. REFER TO STRUCTURAL DRAWINGS FOR (N) SLAB AND FOOTING REQUIREMENTS.

KEYNOTES

- | | |
|--------|---|
| 02.119 | (E) ICE MACHINE TO REMAIN |
| 03.01 | CAST-IN-PLACE CONCRETE SLAB - 03 30 00 |
| 03.02 | CAST-IN-PLACE CONCRETE FOOTING - 03 30 00 |
| 06.22 | PLASTIC LAMINATE COUNTERTOP - 06 41 00 |
| 06.25 | UPPER CABINET - 06 41 00 |
| 06.26 | LOWER CABINET - 06 41 00 |
| 07.52 | INTERIOR EXPANSION CONTROL COVER - 07 95 00 |
| 10.02 | MARKERBOARD (16'-0" W X 4'-0" H) - 10 11 16 |
| 10.35 | MARKERBOARD (4'-0" W X 4'-0" H) - 10 11 16 |
| 10.36 | MARKERBOARD FOR PROJECTION (100° DIAGONAL) - 10 11 16 |
| 22.03 | ACCESSIBLE SINK, SEE PLUMBING DRAWINGS. |
| 22.06 | WATER HEATER, SEE PLUMBING AND ELECTRICAL DRAWINGS. |

