



REQUEST FOR PROPOSALS

District Wide Equipment & Asset Inventory

Date of Issuance December 11, 2023

PAJARO VALLEY UNIFIED SCHOOL DISTRICT
Richard Arellano, Purchasing Services
294 Green Valley Road
Watsonville, CA 95076
(831) 786-2195

PAJARO VALLEY UNIFIED SCHOOL DISTRICT
RFP District Wide Asset & Equipment Inventory

NOTICE OF REQUEST FOR PROPOSALS

The Pajaro Valley Unified School District ("District") is requesting proposals to provide District wide fixed asset inventory and asset management support services. The term of the agreement will be for a total of five (5) years.

Each proposal must conform and be responsive to the requirements of this Request for Proposals ("RFP"), a copy of which is now at the following:

- District website at: [www.pvusd.net]
- District's Purchasing Department: 4th Floor, 294 Green Valley Road in Watsonville

Respondents to this RFP should **mail** or **deliver** their sealed proposals in an envelope marked with the RFP Number and addressed to:

Pajaro Valley Unified School District
Attn: Richard Arellano, Director of Purchasing Services
294 Green Valley Road- 4th Floor
Watsonville, CA 95076

ALL SUBMITTALS ARE DUE NO LATER THAN 4:00 P.M., ON WEDNESDAY, JANUARY 31, 2024. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

Submit all questions regarding this RFP in writing to:

Richard Arellano
Via email to: richard_arellano@pvusd.net
Via fax to: (831) 728-6922

Questions must be received by December 18, 2023 at 4:00 p.m. All answers will be posted on the District website by noon on December 21, 2023. This includes any questions regarding the District Purchasing Agreement documents.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals.

Ad publication Dates: 12/15/23 & 12/22/23 (Watsonville Pajaronian, Santa Cruz Sentinel)

Thank you for your interest.



REQUEST FOR PROPOSALS FOR DISTRICT WIDE ASSET & EQUIPMENT INVENTORY

A. INTRODUCTION

The Pajaro Valley Unified School District ("District") is a public school district covering 150 square miles and serving students in the communities of Watsonville and Aptos. The District **currently** serves approximately 17,000 students at sixteen elementary schools, six middle schools, three high schools, five charter schools, fifteen children's centers, a continuation high school, an adult education school, approximately forty-five individual district office departments (one location), and two alternative schools serving a variety of special needs in our community. See detailed site list/address' and site area map as **Attachment C**.

The District is requesting proposals from qualified asset management firms/vendors to provide semi annual District wide fixed asset inventory services, as well as associated support services of a contractor provided online asset database. The contract awarded (if any) will be for a total contract term of five (5) years.

B. SCOPE OF WORK

The District's desired services are generally set forth in the form attached to this RFP as **Attachment "A"**. The final scope of District's desired services will be incorporated into the District's form of Agreement, which form document is distributed with this RFP as **Attachment "B."**

C. PROPOSAL SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

- 1.** The proposer shall submit its response in one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write-protected PDF format. The District may reproduce additional copies as required.
- 2.** District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
- 3.** Proposals shall be enclosed in a sealed envelope bearing the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:

Pajaro Valley Unified School District
294 Green Valley Road-4th Floor
Watsonville, CA 95076
ATTN: Richard Arellano, Purchasing Services

- 4.** Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.

5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
 - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Proposer's name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").
 - b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
 - c. The electronic copy will only be accepted via flash drive or CD in either Microsoft Office Suite or PDF.
7. Proposers must execute and submit the **Non-Collusion Declaration** attached to this RFP.

D. CONTENT REQUIREMENTS

The following table describes the required format and content for the proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs and requirements.
- Clearly identify the individual(s) who are authorized to speak for the proposer during the evaluation process.
- Proposer **must** include one (1) of the follow statements:

*"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as **Attachment "B"** to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnity provisions and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."*

OR

*"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as **Attachment "B"** to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnity provisions and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."*

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Proposer shall certify that no official or employee of the proposer has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

3. RELEVANT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:

- District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Beginning and end dates of contract.
- Main program elements.
- Original budget, proposal amount & final amount at contract signing.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

4. TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services.
- Each proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the contract. If a team member must leave, the District reserves the right to approve that team member's replacement.

5. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

6. PROPOSAL

Proposals shall include pricing for providing the semi annual fixed asset inventory in years 1, 3 & 5 of the awarded and finalized agreement for services. Proposals shall also include the annual fee for maintaining the online database of District assets. Maintenance includes, but is not limited to, adding, removing and moving assets within the system. Asset maintenance information will be regularly provided by the District.

E. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified. In furtherance of the information presented in the submissions, **the District may conduct interviews with all of the respondents.** After the interviews, if any, the District will identify the firms/teams that can provide the greatest overall benefit to the District.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The District may disqualify any proposer for any reason without explanation.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;
 - b. Information provided by the proposer in response to District clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. On-time project delivery track record;
 - g. Value of services under proposed fees; and
 - h. Overall responsiveness of the proposal.
4. The quality of the response(s) will be evaluated using the following criteria:
 - a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
5. RFP proposals will be rated on the following:
 - a. Overall Pricing (40%)
 - b. Experience, Qualifications, and Knowledge (25%)
 - c. Proposed Services and Related Pricing (25%)
 - d. References (10%)
6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a proposer submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. 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 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, including any supporting materials

F. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the proposer or any other party as a result of any public disclosure of any proposal.

G. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit proposals in response to this RFP. No proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

H. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract any member of the District Board of Trustees, selection/evaluation committee members, or any member of the District's Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

I. MODIFICATIONS

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered.

J. EXAMINATION OF RFP DOCUMENTS

Proposers shall thoroughly examine and be familiar with this entire RFP packet. The failure or omission of any proposer to receive or examine any contract documents, form, instrument,

addendum, or other document or to visit the site shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

Each proposer, by submitting a proposal, represents that proposer has read and understands the RFP requirements, the Agreement, and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

K. DISTRICT REQUIREMENTS

The successful proposer to whom the contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7th) day following the date of Board approval of the award of contract. Failure to properly timely submit these documents may entitle the District to reject the proposal as being non-responsive.

Required Documentation:

1. **Agreement** (Form is attached as **Attachment "B"** to this RFP.)
2. **Insurance Certificates and Endorsements** (Minimum requirements are set forth in the form of Agreement.)
3. **Fingerprinting/Criminal Background Investigation Certification.** (Form is attached to the Agreement.)
4. **Drug-Free Workplace Certification** (Form is attached to the Agreement.)
5. **Workers' Compensation Certification** (Form is attached to the Agreement.)

L. OTHER REQUIREMENTS

1. **Tobacco-Free and Cannabis-Free Policy.** In order to create a clean healthy environment for students and employees, the District has prohibited the use of tobacco or cannabis products on District sites. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Education Code 48901).
2. **Tuberculosis Risk Assessment.** The successful proposer shall provide a tuberculosis risk assessment for each worker on the project, dated within 60 days of submittal, and if tuberculosis risk factors are identified, an examination conducted by a licensed physician or surgeon to determine that the certificate holder is free of infectious tuberculosis. (Education Code 49406)

M. RFP SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT
December 11, 2023	DISTRICT ISSUES RFP.
December 18, by 4:00 p.m.	DEADLINE TO SUBMIT WRITTEN QUESTIONS TO DISTRICT.
December 21, 2023, by 12:00 p.m.	DEADLINE FOR DISTRICT TO POST ANSWERS TO QUESTIONS, AND ANY ADDENDA.
January 31, 2024, by 4:00 p.m.	DEADLINE TO SUBMIT PROPOSAL.
If applicable, February 12, 2024	INTERVIEWS WITH RESPONDENTS.
Date TBD, February 2024	NOTIFICATION TO SELECTED SUPPLIER.
DATE TBD, February 2024	BOARD AWARD AND APPROVAL OF CONTRACT.

WE THANK YOU FOR YOUR INTEREST

ATTACHMENT "A"

SCOPE OF WORK TO BE PERFORMED

1. Use the most current District provided asset inventory to reconcile all fixed assets. For the purpose of this scope of work, any individual item with an original purchase price over \$500.00 (USD) is considered a fixed asset. Current inventory list shows approximately 11,000 items.
2. Complete a room by room inspection at each site listed in Attachment C to locate and find assets.
3. Identify, tag and log assets that are not found in the District provided database.
4. Item categories include, but are not limited to: Computers, laptops, equipment, furniture, peripheral devices, etc.
5. Assign a dollar amount & condition to each discovered asset (example: very good, good, fair, poor)
6. Provide the District inventory report listing the status of all items that are discovered and unaccounted for.
7. Provide an online platform shared with PVUSD
8. Online platform to be accessible by District staff to retrieve asset information on an as needed basis. Asset information is required to be retrievable in Microsoft Excel format(s) from the online database on an as needed basis.
9. Provide on going support for adding, removing, editing and moving assets between District locations in the online platform.

Desired Project Timeline: Summer 2024, with physical asset inventory project completion by August 16th, 2024

PVUSD Responsibilities

1. Provide list of locations, addresses and access to each facility where the inventory will be conducted. Keys will be provided to access all rooms within each facility.
2. List of designated contacts for each facility.
3. Maps for each facility. A list of all site maps can be accessed here: <https://www.pvUSD.net/Departments/Business-Services/Maintenance-Operations-and-Facilities/PVUSD---2011-Site-Facility-Book/index.html>
4. Provide most current inventory list. The list will include: asset numbers, last known location, serial number.
5. Asset tag stickers for discovered assets to be logged.
6. Access to PVUSD Wi-Fi

END OF DOCUMENT

ATTACHMENT "B"

(See attached form of Agreement)

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the ____ day of _____, 20-- by and between the **Pajaro Valley Unified School District** ("District") and [INSERT NAME OF CONTRACTOR] ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** Contractor shall provide the services as further described in **EXHIBIT "A"**, attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing services under this Agreement on _____, 20-- and will diligently perform as required for five (5) years and complete performance by _____, 20--, unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Parties shall mutually agree on any extensions of this Agreement, upon the District Board's approval and under a separate contract, if necessary.
- 3. Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:
 - Signed Agreement
 - Workers' Compensation Certification
 - Fingerprinting/Criminal Background Investigation Certification
 - Insurance Certificates and Endorsements
 - W-9 Form
 - Drug-Free Workplace Certification
- 4. Compensation.** District agrees to pay Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Contractor 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 the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1.** _____
 - 4.1.2.** _____
 - 4.1.3.** _____
 - 4.1.4.** _____
 - 4.1.5.** _____
 - 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 Contractor in performing its Services pursuant to this Agreement.
- 5. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or

incurred by Contractor in performing Services for District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor 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 Workers' Compensation. Contractor 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 Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. Materials. Contractor 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.

8. Performance of Services.

8.1. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. Communication. The Parties agree to participate in regular communication (e.g., meetings, email, telephone, conference call, etc.) on at least a weekly basis, to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the implementation of Contractor's performance of Services. The Parties may agree to meet at least monthly, to address any concerns or to make any adjustments.

8.3. Approval. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11. 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, Contractor 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 the District's main 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, the Contractor 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 the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

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

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

12.2.1. material violation of this Agreement by Contractor, including failure to meet any of the District's required specifications in order to integrate and/or implement the program; or

12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage.

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, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon

the receipt of the 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.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and the Board of Trustees and their 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 Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

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14. Insurance.

14.1. Contractor 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 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor and the District and its agents 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 the District.)

14.1.2. 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, Contractor 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.

14.2. Proof of Insurance. Contractor 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 the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. 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 the 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" or something substantially similar.

14.2.2. 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.

14.2.3. An endorsement stating that the District and the Board of Trustees and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor'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.

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

14.3. 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 the District.

15. Assignment. The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

16. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District.

17. Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor'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. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. 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 Contractor 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 any applicable District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

20. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

20.1. All site visits shall be arranged through the District;

20.2. Contractor and Contractor'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. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;

20.5. Contractor and Contractor's employees shall not use student restroom facilities; and

20.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor'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. Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. Limitation of 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. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor 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, addressed as follows:

If to District:

PAJARO VALLEY UNIFIED SCHOOL DISTRICT
294 Green Valley Road
Watsonville, CA 95076
Purchasing Department
Email: Richard_Arellano@pvusd.net
Phone: (831) 786-2195

If to Contractor:

[NAME OF CONTRACTOR]
ATTN: _____

_____, California 9____
FAX: _____
EMAIL: _____

Any notice personally given or sent by facsimile transmission 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 the District's main administrative office is 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.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.
- 31.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.
- 32.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.
- 33.Tolling of Claims.** Contractor agrees to toll all statutes of limitations for District’s assertion of claims against Contractor that arise out of, pertain to, or relate to contractors’ or subcontractors’ claims against District involving Contractor’s services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.
- 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.

[SIGNATURES AND CONTRACTOR INFORMATION ON FOLLOWING PAGE.]

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

Dated: _____, 2017

Dated: _____, 2017

DISTRICT:
Pajaro Valley Unified School District

CONTRACTOR:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

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

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, the District requires Contractor to furnish the information requested in this section.

EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES

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

WORKERS' COMPENSATION CERTIFICATION

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

- Contractor’s employees will have only limited contact, if any, with any pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with any pupils during the course and scope of the Agreement is attached hereto.”*

CERTIFICATION:

I am a representative of the Contractor 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 Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: _____ (“Project”).

This Drug-Free Workplace Certification form is required from the successful Proposer pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and a county office of education as defined by California law and requires all contractors on its projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
DATE

at _____,
CITY STATE

Date: _____

Proposer Proper Name: _____

Signature: _____

Print Name: _____

Title: _____

Attachment C

Pajaro Valley Site Locations 2018

ALL SCHOOLS:	ADDRESS:
Alianza Charter School	115 Casserly Rd, Watsonville CA 95076
Amesti Elementary School	25 Amesti Rd, Watsonville CA 95076
Ann Soldo Elementary School	1140 Menasco Dr, Watsonville CA 95076
Aptos High School	100 Mariner Way, Aptos CA 95003
Aptos Junior High School	1001 Huntington Dr, Aptos CA 95003
Bradley Elementary School	321 Corralitos Rd, Watsonville CA 95076
Calabasas Elementary School	202 Calabasas Rd, Watsonville CA 95076
Ceiba College Prep Charter M.S. & H.S.	260 West Riverside Dr, Watsonville, CA 95076
Cesar Chavez Middle School	440 Arthur Rd, Watsonville CA 95076
Diamond Technology Institute	112 Diamond Dr, Watsonville CA 95076
Duncan Holbert School	140 Herman Ave, Watsonville CA 95076
E.A. Hall Middle School	201 Brewington Ave, Watsonville CA 95076
Freedom Elementary School	25 Holly Dr, Freedom, CA 95019
H.A. Hyde Elementary School	125 Alta Vista Ave, Watsonville CA 95076
Hall District Elementary School	300 Sill Rd, Watsonville CA 95076
Lakeview Middle School	2350 East Lake Ave, Watsonville CA 95076
Landmark Elementary School	235 Ohlone Parkway, Watsonville CA 95075
Linscott Charter School	220 Elm St, Watsonville CA 95076
MacQuiddy Elementary School	330 Martinelli St, Watsonville CA 95076
Mar Vista Elementary School	6860 Soquel Dr, Aptos CA 95003
Mintie White Elementary School	515 Palm Ave, Watsonville CA 95076
New School CD High School	165 Harkins Slough Rd, Watsonville CA 95076
Ohlone Elementary School	21 Bay Farms Rd, Watsonville CA 95076
Pacific Coast Charter School	294 Green Valley Rd, Watsonville CA 95076
Pajaro Middle School	250 Salinas Rd, Watsonville CA 95076
Pajaro Valley High School	500 Harkins Slough Rd, Watsonville CA 95076
Radcliff Elementary School	550 Rodriguez St, Watsonville CA 95076
Renaissance High School	11 Spring Valley Rd, Watsonville CA 95076
Rio Del Mar Elementary School	819 Pinehurst Dr, Aptos CA 95003
Rolling Hills Middle School	130 Herman Ave, Watsonville CA 95076
Starlight Elementary School	225 Hammer Dr, Watsonville CA 95076
Valencia Elementary	250 Aptos School Rd, Aptos CA 95003
Adult Education: Watsonville	294 Green Valley Rd, Watsonville CA 95076
Adult Education: Watsonville ILC	320 Rodriguez Street , Watsonville CA 95076
Watsonville Charter School of the Arts	75 Whiting Rd, Watsonville CA 95076
Watsonville High School	250 East Beach St, Watsonville CA 95076
DISTRICT/ DEPARTMENT OFFICES:	
District Office: Approx 45 individual departments	294 Green Valley Rd, Watsonville CA 95076
CHILDREN CENTERS (CDC):	
Buena Vista Children Center	113 Tierra Alta Dr, Watsonville, CA 95076
Freedom Children Center	37 Holly Dr, Watsonville, CA 95076
Watsonville Children Center	32 Madison St, Watsonville, CA 95076
Bradley State Pre-School	321 Corralitos Rd, Watsonville, CA 95076
Calabasas State Pre-School	202 Calabass Rd, Watsonville, CA 95076
Landmark State Pre-School	235 Ohlone Pkwy, Watsonville, CA 95076
Linscott State Pre-School	220 Elm St, Watsonville, CA 95076

Rolling Hills State Pre-School	130 Herman Ave, Watsonville, CA 95076
Salsipuedes State Pre-School	115 Casserly Rd, Watsonville, CA 95076
Watsonville State Pre-School	32 Madison St, Watsonville, CA 95076

MIGRANT SEASONAL HEAD START PROGRAMS:

MSHS Hall District Center	300 Sill Rd- Watsonville, CA 95076
MSHS Calabasas Center	202 Calabasas Rd, Watsonville, CA 95076
MSHS Freedom Center	35 Holly Dr, Freedom, CA 95019
MSHS H.A. Hyde Center	125 Alta Vista Ave, Watsonville, CA 95076
MSHS Ohlone Center	58 Hillcrest Rd, Royal Oaks, CA 95076

After School Programs @ Multiple sites already listed through-out the District

ATTACHMENT D
Map of District

<http://locator.decisioninsite.com/?StudyID=97475>

