REQUEST FOR PROPOSAL
RFP NO. 024-077-05

HVAC EMERGENCY RESPONSE AND REPAIR SERVICES

ALAMEDA UNIFIED SCHOOL DISTRICT
2060 CHALLENGER DRIVE, ALAMEDA CA 94501

1. Overview of Request for Proposals

A. Publication of Request for Proposals**:** Alameda Unified School District ("AUSD" or "District") is issuing this Request for Proposals ("RFP") to solicit Proposals from Heating, ventilation, and air conditioning ("HVAC") service providers to provide mechanical system repair maintenance and improvement services on an as-needed basis. This includes complete mechanical installation, repair, and maintenance services for various sites in District locations. The services being sought would be provided on an as-needed basis. The District seeks service providers that share our goals of student enrichment and preparedness for career and life skills while maintaining the highest levels of customer service.

B. Definitions: As used in this RFP, the following words have the meanings assigned to them herein.

1) "**Contractor**." Contractor refers to the entity who the District selects for award of contract pursuant to this RFP and with whom the District successfully negotiates the terms of an agreement.

2) "**Service Contractor**." Service Contractor refers to the entity who the District selects for award of contract pursuant to this RFP and with whom the District successfully negotiates the terms of an agreement.

3) "**Service Manager**." Service Manager refers to the main point of contact for Service Contractor.

4) "**Service Technician**." Service Technician refers to the individual whom the District may select to be hired. A list of Service Technicians provided by the Service Contractor and who the Service Contractor successfully engages and onboards to fill the District's specific service.

5) "**Bidder**." The Bidder refers to any entity submitting a response to this RFP.

6) "**Submittal**." The Submittal refers to a response package submitted in response to this RFP. Also referred to as Statement of Proposals or Bid.

C. Timeline and Key Dates: The anticipated schedule for this solicitation event is as follows.

Milestone	Date
Issue Date	April 10, 2024
First Advertising Run Date	April 10, 2024
Second Advertising Run Date	April 17, 2024
Question Submission Deadline (by 2:00pm)	May 1, 2024
Question and Answer Posting	May 3, 2024
Proposals Due (by 2:00 P.M.)	May 15, 2024
Intent to Award Notice (Anticipated)	May 20, 2024
Board of Education Approval Date (Anticipated)	June 11, 2024
Contract Start Date (Anticipated)	July 1, 2024

2. Overview of the District.

A. AUSD Overview: The District serves nearly 9,000 students and 1,000 employees across 21 school sites, charters, and other District facilities in the City of Alameda. We aim for every each and every child is compassionate, confident, and feels successful, academically prepared, and able to make meaningful, positive impact in their lives, the lives of others, and the world around them. Alameda Unified School District is committed to upholding our community's core values of equity and excellence for every student by providing inclusive and safe conditions for learning that challenge and support every student to be culturally competent and prepared for college, career, and community participation. As the District continues its transformation and evolution to better serve and support its students and families, due to staffing shortage and hiring challenges, AUSD anticipates needing competent HVAC Service Technician services to augment organic maintenance staff to provide HVAC repair services to keep our schools and District Sites operational.

B. Overview of the Maintenance, Operations, and Facilities Department**:** The Maintenance, Operations, and Facilities ("MOF") is a department under the Business Service Division of the District. MOF has the responsibility of maintaining the District's existing building systems in compliance with all governing codes and regulations. This responsibility applies to the more than 20 sites owned by the District. MOF is composed of multiple skilled and unskilled workers in various trade shops.

C. Background and Statement of Service Need: The primary role of MOF is to address maintenance-related work requests submitted by District staff when existing building systems are in need of repairs. Additionally, MOF oversees minor non-construction improvements to the building infrastructures. Some of the repairs and improvements needed are HVAC related in nature. MOF does not have sufficient staff in the HVAC Shop to handle the needs. It is therefore necessary for the District to contract with HVAC service and repair contractors to fill the need when District staff are not able to. The selected contractor shall furnish all necessary labor, tools, parts, and materials as may be required to provide all on-call service(s) as required.

D. Request for Proposal**:** Through this RFP, the District intends to enter, two (2) contracts with HVAC Service Contractors to furnish a dedicated and licensed Service Technicians who will provide on-call mechanical system repair and maintenance services on an as-needed basis. Service Contractor shall furnish to the District, when requested, end-to-end Service Technician services, including, among others, identifying and qualifying potential Service Technician, dispatching selected Service Technician, and managing the time and payroll activities for the Service Technician.

3. Scope of Services

A. Scope of Work**:** Primary firms along with any sub-consultants shall submit statements delineating the disciplines that they wish to be qualified. The disciplines include, but are not necessarily limited to, the following areas of experience and expertise:

1) **Operation, Maintenance and Repairs***:* General services include, but not limited to, the following.

a) Operation, maintenance & repair of all boilers, heaters pumps, valves, appurtenances, and lines used in the distribution of steam and heated or processed water.

b) Operation, maintenance and repair of refrigerant compressors, condensers, evaporators, traps, transfer pumps, expansion valves, stop valves and float valves, together with all refrigerant lines and devices used to control temperature, and air conditioning systems in their entirety, including the use of approved recovery equipment and processes to comply with the law.

c) Operation, maintenance and repair of various Chiller and Cooling Tower Systems, handling brines or other secondary refrigerating liquids, including water, together with all valves, appurtenances and lines used in the system.

d) Operation, maintenance & repair of air compressors, distribution lines and all valves and devices for air control, including air dryer and filtering and separating systems.

e) Operation, maintenance, and repair of all natural and manufactured gas distribution lines, including all valves and devices for their distribution, regulation, and control.

f) Operation, maintenance, and repair of building automation systems for HVAC, lighting, and other controlled mediums, including consoles, data gathering panels, remote sensors and indicating devices.

2) **Preventative Maintenance**: Services may include but are not limited to.

a) Scheduled inspection visits, hands-on maintenance services to improve equipment operations, increase efficiency, minimize breakdowns, and prolong equipment life in.

b) Typical tasks may include, but not limited to; fan blade/blower cleaning, safety controls adjustments, belt adjustments / replacements, operating control adjustments, refrigerant charge adjustments, bearing lubrications, coil cleaning, calibrations, equipment cleaning, motor lubrications, condensate drain cleaning, oil analysis.

3) **Inspections**: Services may include, but are not limited to, scheduled routine visits to perform inspection tasks on mechanical systems that include the following, as applicable:

a) Compressor operations, motor operations, voltage & amp draws, refrigerant charge, cabinet and ductwork, heat exchangers, refrigerant piping, bearings, belts & pulleys, blowers, operating/safety controls, condensate drains, oil levels, water levels, fans/blades, reversing valves, electrical/relays & contactors at equipment.

4) **Filter Service/Changes:** Service provider will be scheduled at a frequency designed for best operating conditions and overall value to the District. Type and frequency of service to be determined based on observed and expressed needs. Services may include but not limited to the following:

    a) Removal and proper discard of used filters/medias, provide and install new filters and wash and clean filter media, as required and applicable.

    b) Conduct regular general housekeeping of equipment during filter changes to clear equipment, plenums, etc. of excess dirt and debris.

    c) Perform cursory inspection of equipment and note any discrepancies for any required follow-on work.

5) **Building Automation Systems:** Operate, adjust, and conduct scheduled preventative maintenance for Building Management and Energy Management systems (EMS). Service Technician shall have strong knowledge and experience with various Building Automation Controls deployed by the District. These include Trane Tracer SC+, Trane SC, Trane Tracer Summit, Pelican Wireless EMS, and the other local and remote access HVAC control and management systems.

    a) These services will improve efficiency and contribute to system optimization. Services may include, but are not limited to:
        (1) Adjust HVAC schedules to meet District program standards.
        (2) Software maintenance, file management and backups and system optimization, and historic log reviews
        (3) Control sequence evaluation, modification, and enhancement.
        (4) Field sensor verification and calibration spot checks
        (5) Hardware communication tests and functional verification
        (6) Control program and loop evaluation, modification, and enhancement.

6) <u>Emergency HVAC Response and Repair:</u>

    a) Demonstration of the Service Contractor's ability to respond, repair and/or identify repair to an emergency service call **within four (4) hours** of request. This will include nights, weekends, and holidays.

7) The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications does not need to include a fee proposal for any of these specific tasks; fee proposals for individual tasks would be requested during the on-call contract.

B. **Protocol for Scheduling Services and Invoicing**

1) Emergency Scheduling**:** After the award of contracts, MOF will have a list of the Contractors along with their rates. MOF will contact the Service Contractor with their needs including the date(s), time, and project scope. The Service Contractor shall respond, repair and/or identify repair solution for emergency requests from MOF staff **within four (4) hours** of the request. Contractor shall provide:

   a) Confirmation of the timeline to meet the service needs.

   b) After assessing the site conditions, provide a rough order of magnitude (ROM) to provide the requested service as well as any charges for services over and/or beyond the requested services.

   c) Provide a customer service single point of contact for users to contact during HVAC repair, maintenance, and improvement, services, should issues of scheduling, service, or other issues arise and require immediate remedy by the Contractor.

2) Maintenance Scheduling: After the award of contracts, MOF will have a list of the Contractors along with their rates. MOF will contact all of the Contractors with their needs including the date(s), time, and project scope. The Contractor(s) shall respond to the requesting MOF staff **within twenty-four (24) hours** of the request with the following information:

   a) Confirmation that Contractor can meet the service needs.

   b) Cost for providing the requested service as well as any charges for services over and/or beyond the requested services.

   c) Provide a customer service single point of contact for users to contact during HVAC repair, maintenance, and improvement services should issues of scheduling, service, or other issues arise and require immediate remedy by the Contractor.

3) Warranty: For a period of 365 days commencing with installation, all new parts installed by the Contractor shall be warranted by the Contractor to be in satisfactory working order and condition.

   a) Upon written notice from MOF, the Contractor shall immediately repair or replace, at the contractor's own expense, all or any parts that may prove to be defective during the period of this warranty whether installed initially or as repair or replacement under this warranty.

   b) The Contractor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of 365 days after the repair is made or the replacement parts installed.

4) Invoicing: Contractor shall submit itemized invoices for services rendered under this contract no later than ten (10) working days following the date the service is completed. In no event, shall the Contractor submit an invoice if they did not provide services. In submitting any invoice for payment for services rendered under this contract, Contractor certifies to the District that said services were rendered in compliance with Contractor's obligations under this contract.

   a) Contractor must keep track of services provided and to invoice MOF directly. Invoices must include the specific purchase order number and District Work Order number for tracking and billing purposes.

4. Proposal Format, Content, and Submission

Contractors submitting proposals shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any proposals that fail to meet these requirements and procedures.

A. Proposal Format: The following information regarding qualifications is required, in the order of the sections given below. Interested providers are invited to submit one copy of the original signed proposal, two (2) hard copies, and a USB Flash drive copy. All information requested must be provided, including sections that do not carry points. Failure to provide all information requested may be deemed non-responsive. Proposals must include all the required documents referenced in this Section 4.

Proposals must be enclosed in a sealed envelope addressed and delivered no later than 2:00pm on May 15, 2024, to the following address:

Alameda Unified School District,
2060 Challenger Drive, Alameda CA 94501

1) The proposal envelope should be clearly marked with **RFP# 024-049-02, HVAC Emergency Response and Repair Services**. It is the vendor's sole responsibility to ensure that the proposal is received prior to the scheduled closing time for receipt of proposals.

2) No proposals will be accepted after the deadline. All proposals shall become the property of the District. Incomplete proposals will not be considered.

3) Proposals must be consecutively numbered on each page. Different sections of the proposal must be properly delineated with a section heading. Include a table of contents with page numbers of the material contained in the proposal.

4) Potential Contractor submitting proposals should not include pre-printed advertising or marketing materials. Such materials will not be reviewed or evaluated but shall count towards any maximum page counts.

B. Letter of Interest (up to 1 page): A summary narrative of its proposed approach to partnership with AUSD is required. Submission of the Letter will represent that the Contractor is willing and able to perform the commitments contained in the Submittal. The letter must be signed by a person authorized to obligate the Contractor to fulfil the commitments contained in the response.

1) In the letter, the Contractor must:

a) Identify a contact (with contact information including telephone, mailing address and email address) for future communications regarding the Submittal.

b) Confirm awareness of any and all addenda to the RFP.

c) Acknowledge having read the draft Form of Contract attached hereto as Appendix D and agree to execute a contract in substantially the same form if selected.

d) Identify customer service single point of contact **Service Manager** (refer to Paragraph 6.B.4.)

e) Identify qualified **Service Technicans** to be utilized to fulfil all requirements. (refer to Paragraph 6.B.5.)

2) Contractors submitting proposals shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any Proposals that fail to meet these requirements and procedures. Any material that a Contractor considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the California Public Records Act, should not be included in the Contractor's response, as it may be subject to disclosure and made available to the public. By submitting materials in response to this RFP, Proposers are (1) consenting to the release of such materials by the District if requested under any applicable public disclosure laws without further notice to them and (2) agreeing to indemnify and hold the District harmless for such release of the materials.

C. Appendix A: Completion of Minimum Qualifications Form. Each contractor submitting a proposal shall submit resumes and a minimum qualifications certification in the form of Appendix A herewith with their proposal.

D. Appendix B: Release of Liability for References: Each Contractor submitting proposals **must provide three (3) references** that can verify and confirm the service contractor's experience pursuant to the minimum qualifications. The references must be for entities Bidder has successfully provided Service Technician services.

1) Each Contractor submitting proposals must download, complete, and submit all the required information in the Release of Liability form (Appendix B). The references will be asked to verify proposed Contractor's experience, including length and level. In addition to other things, the information provided will be used in determining if Bidder meets the Minimum Qualifications. Contractor submitting proposals should therefore ensure that they only submit references that have first-hand knowledge of the information and can verify that information.

E. Appendix C: Bid Sheet for Services, which includes scopes of work for Service Technician services.

F. Appendix D: Review and agreement to the terms of the Form of Contract entitled "Independent Contractor Agreement for Maintenance Services."

5. District's Evaluation / Selection Process:

A. Overall Evaluation Process: This section describes the District's criteria for analyzing and evaluating the Proposals. Submittals received in response to this RFP will be evaluated in phases.

Phase	Evaluation	Scoring	Comments
1	Letter of Interest (Refer to Section 4.B.)	Pass/Fail	Must pass to continue to the next phase of evaluation.
2	Minimum Qualifications (Appendix A)	Pass/Fail	Must pass to continue to the next phase of evaluation.
3	Release of Liability for References (Appendix B)	Pass/Fail	Must pass to continue to the next phase of evaluation.
4	Bid Sheet (Appendix C)	Lowest Responsible Bid	The highest ranked Bidders' references will be contacted and confirmed.
5	Form of Contract / Independent Contractor Agreement for Maintenance Services (Appendix D)	Pass/Fail	Bidder must agree to all District terms and conditions.

6. Minimum Qualifications (Pass/Fail)

A. Submittals will be reviewed by the District's staff for minimum qualifications. The evaluation results at this phase shall be based on pass/fail criteria. Only those Submittals that meet the minimum qualifications will be advanced to the next phases of the evaluation.

B. The District has established the following requirements as the minimum qualifications for participating in this solicitation event:

1) Service Contractors with four (4) years of experience obtained within the most recent five (6) years providing commercial HVAC, mechanical, and

Building Management System maintenance and repair services for K-14 educational facilities.

2) Active and current license with the State of California as a C-20 HVAC Contractor. Must provide copies of relevant license.

3) Active and current registration with the Department of Industrial Relations (DIR). Must provide copies of relevant registration.

4) The customer service single point of contact, Service Manager, must have at least three (3) years of experience, managing, coordinating, or organizing HVAC repair maintenance and improvement services projects.

5) Service Technicians shall be fully qualified and have at least three (3) years of experience obtained in the last five (5) years providing commercial HVAC, mechanical, and controls maintenance and repair services.

6) Submission of Bid Sheet. The hourly rates for the Service Technician must be included. Must provide hourly rates and minimum for regular time, nights, weekends, and holidays.

7. Contract Award

The District, in its sole discretion, intends to award up to two (2) separate HVAC mechanical contracts. The total value of all contracts shall not exceed Five Hundred Thousand Dollars ($500,000) to provide services over the initial term of one (1) year and shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000) over the three (3) year period. The District will enter into a contract(s) with the selected Contractor(s) that have submitted the requisite proposal documents showing compliance with the requirements and the lowest price.

A. Scope of Work 1: Provide service technicians to complete emergency responses at school and administrative sites (Emergency Response.)

1) **Service Manager**: The Service Manager will be the primary contact for District staff and will be responsible for the overall success of the relationship with the District.

2) Complete the following tasks in buildings when dispatched to a HVAC emergency repair:

a) Coordinate and dispatch Service Technicians to sites as directed by MOF Department.

b) Assess the condition of the HVAC equipment and update MOF Department on recommended repairs needed to bring the equipment online.

c) Make necessary repairs to allow for the HVAC system to return to operation.

d) Notify MOF Department of status of system before departing the site.

B. Scope of Work 2: Provide Service Technicians to complete scheduled HVAC maintenance and repair services at school and administrative sites (Scheduled Maintenance.)

1) **Service Manager**: The Service Manager will be the primary contact for District staff and will be responsible for the overall success of the relationship with the District.

2) Complete the following tasks in buildings when dispatched to perform scheduled maintenance of a HVAC system:

a) Coordinate and dispatch Service Technicians to sites as scheduled by the MOF Department.

b) Assess the condition of the HVAC equipment and update MOF on recommended repairs needed to bring the equipment online.

c) Provide written quotations to complete requested maintenance and make necessary repairs to allow for the HVAC system to return to/ remain in operation.

d) Dispatch Service Technician to complete any maintenance and repairs authorized in writing by MOF Department.

e) Provide written log and narrative confirmation of maintenance and repairs completed on site.

C. The District's selection of any proposal shall not imply acceptance of the proposal, which may be subject to further negotiations and approvals before the District may be legally bound thereby. If a satisfactory contract cannot be negotiated at a reasonable time the District, in its sole discretion, may terminate negotiations with the highest ranked Service Contract Contractor and begin contract negotiations with the next highest ranked Service Contractor. The selected Contractor will be required to enter into a contract substantially in the form of the Independent Contractor Agreement for Maintenance Services, attached hereto as Appendix D - "Form of Contract." Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement(s), surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

D. A contract made pursuant to this RFP shall have an initial term of three (3) year(s). The District, in its sole discretion, shall have two (2) options to extend the term of this agreement for a period or periods of up to one (1) year each. The maximum term of this agreement shall not exceed five (5) years. The District has no obligation to renew or extend this agreement after expiration of its term.

8. Terms for Receipt of Proposals

A. Errors and Omissions in RFP

1) Potential Contractors submitting proposals are responsible for reviewing all portions of this RFP. Potential Contractors submitting proposals are to promptly notify the District in writing if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be sent by email to mtirona@alamedaunified.org promptly after discovery, but in no event later than 2:00 P.M. (PST) on May 1, 2024. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **ERRORS AND OMISSIONS FOR RFP No. 024-077-05** Modifications and clarifications will be made by addenda as provided below.

9. Questions and Objections Regarding the RFP

A. Any questions and/or objections concerning the substance of this RFP including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via by email to mtirona@alamedaunified.org by 2:00 P.M. (PST) on May 1, 2024. Any questions concerning the RFP process shall be submitted no later than 48 hours prior

to the bid due date to the same email address. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **QUESTIONS FOR RFP No. 024-077-05**. Bidders who fail to do so will waive all further rights to protest, based on these specifications and requirements.

B. If necessary, a "Questions and Answers" document will be developed from all submitted questions and posted on the District's Contracts Opportunities Portal. It is the responsibility of the Bidder to check the portal for the Questions and Answers document and any addenda.

10. Change Notices

A. The District may modify the RFP, prior to the Bid due date, by issuing an addendum, which will be posted on the District's Contracts Opportunities Portal. Bidders shall be responsible for ensuring that their Proposals reflect any and all RFP addenda issued by the District prior to the Bid due date regardless of when their Bid is submitted.

B. Therefore, the District recommends that Bidders visit the portal frequently, particularly during the run up to the Bid due date, to determine if they have downloaded any and all addendum/addenda and documents.

C. Submission of a bid signifies that the proposed services and fees/cost are valid for one hundred twenty (120) calendar days from the Bid due date and that the quoted fees are genuine and not the result of collusion or any other anti-competitive activity.

11. Revision of Bid

A. A Contractor submitting proposals may revise their proposal on the Contractor's own initiative at any time before the deadline for submission of Proposals. The Bidder must submit the revised Bid in the same manner as the original. A revised Bid must be received on or before the Bid due date. In no case will a statement of intent to submit a revised Bid, or commencement of a revision process, extend the Bid due date for any Bidder.

B. At any time during the proposal evaluation process, the District may require a Service Contractor provide oral or written clarification of its proposal. The District reserves the right to make an award without further clarifications of Proposals received.

12. Errors and Omissions in Bid

A. Failure by the District to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Contractor submitting proposals from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

13. Financial Responsibility

A. The District accepts no financial responsibility for any costs incurred by any Contractor submitting proposals in responding to this RFP. Submissions of the RFP will become the property of the District and may be used by the District in any way deemed appropriate.

14. Reservation of Rights by the District

A. The issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

1) Waive or correct any defect or informality in any response, Bid, or Bid procedure.

2) Reject any or all Proposals.

3) Reissue a Request for Proposals.

4) Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the Proposals.

5) Procure any materials, equipment or services specified in this RFP by any other means.

6) Determine that no project will be pursued.

15. No Waiver

A. No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a Bidder to observe any provision of this RFP.

16. Protest Procedures

A. Protest of Contract Award

1) Within five (5) days of the District's issuance of a Notice of Intent to Award the contract, the next highest ranked Bidder may submit a written notice of protest if it believes that the District has incorrectly selected another Bidder for award. Such notice of protest must be received by the District on or before five (5) days after the District's issuance of the Notice of Intent to Award.

2) The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

B. Delivery of Protests

1) All protests must be received by their respective due dates. Protests must be delivered via email to mtirona@alamedaunified.org. The email must be a direct email to this address; it cannot be a “reply” or part of a thread. The subject line of the email must state: **PROTEST FOR RFP No. 024-077-05**.

END OF DOCUMENT

APPENDIX A
Minimum Qualifications for Service Technicians

Submittals will be reviewed by the District's Procurement Department staff for minimum qualifications. The evaluation results at this phase shall be based on pass/fail criteria. Only those Submittals that meet the minimum qualifications will be advanced to the next phases of the evaluation.

The District has established the following requirements as the minimum qualifications for Service Contractor and all Service Technicians participating in this solicitation event:

Question	YES	NO
1. Three (3) years of experience obtained in the last five (5) years providing commercial HVAC, mechanical, and controls maintenance and repair services.		
2. Two (2) years of experience, obtained in the last four (4) years operating, troubleshooting, and repairing Building Automation Systems and/or HVAC Energy Management Systems.		
3. Active and current license with the State of California as a C-20; Warm-Air Heating, Ventilating and Air-Conditioning Contractor. Must provide copies of relevant licenses.		
4. Active and current registration with the Department of Industrial Relations (DIR). Must provide copies of relevant registration.		
5. The customer service single point of contact, **Service Manager**, shall have a minimum of three (3) years of experience, managing, coordinating, or organizing commercial HVAC repair maintenance and improvement projects. Must provide resumes indicating relevant and verifiable experience.		
6. Submission of Bid Sheet. The hourly rates for the Service Technician must be included. Must provide hourly rates and minimum for regular time, nights, weekends, and holidays.		

END OF DOCUMENT

Appendix B:
RELEASE OF LIABILITY FOR REFERENCES

Reference Name	
Reference Organization	
Telephone Number	
Email Address	
Dates of Service	
Types of Services Provided	

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the Alameda Unified School District ("District"), its Board, officers, and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the District may make regarding the qualifications or experience of a Prime Bidder, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **RFP No. 024-077-05 (Request for Proposals: HVAC Emergency Response & Repairs Services)** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Bidder's Name: _____ Date: _____

Signature of Authorized Representative of Bidder _____ Name and Title of Authorized Representative _____

APPENDIX C
BID SHEET

****Prices are to be firm for the initial term of this contract****

Contractor shall provide hourly rates for Service Technicians at the established Service Hours table below, for both Emergency Scheduling and Scheduled Maintenace Scope of Work activities.

SERVICE HOURS:

Regulars Service Hours	Monday to Friday (7:00AM to 5:00PM)
Overtime Service Hours	Monday to Friday (5:01PM to 6:59AM) & Saturdays
Double Time Service Hours	Sundays & Holidays (Federal Observed Holidays Only)

SCOPE OF WORK #1 – EMERGENCY SCHEDULING

Job Classification	**Regular Rate**	**Overtime Rate**	**Double Time Rate**
Service Technician			
Note #1: All Bids shall include Service Manager Rate costs. Note #2: There will be no service minimum allowed for Emergency Scheduling.			

SCOPE OF WORK #2 – SCHEDULED MAINTENANCE

Job Classification	**Regular Rate**	**Overtime Rate**	**Double Time Rate**
Service Technician			
Note #1: All Bids shall include Service Manager Rate costs. Note #2: There will be no service minimum allowed for Emergency Scheduling.			

MATERIAL JOB COSTS:

Material expenses will be billed at cost plus a fee of _____ (%) for handling, overhead, and profit.

SUBCONTRACTOR COSTS:

Subcontractor expenses will be billed at cost plus a fee of _____ (%) for overhead and profit.

CONTRACTOR/BIDDER ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT

The rates identified above shall remain in effect throughout the term of the initial contract agreement unless otherwise noted by modification, addendum, or other appropriate action.

Signature	Date
Print Name and Title	Print Company Name

Note: Documentation must be submitted along with invoicing indicating all real and actual labor, materials, subcontractor, and equipment fees or costs to verify expense.

APPENDIX D

INDEPENDENT CONTRACTOR AGREEMENT FOR ROUTINE MAINTENANCE SERVICES (MECHANICAL ROUTINE MAINTENANCE SERVICES)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into this _____ day of _____, _____ ("Effective Date"), by and between **Alameda Unified School District** ("District") and _____ ("Contractor") for the purpose of maintaining mechanical equipment on District sites ("Contract"). The District and the Contractor are collectively referred to as the "Parties."

1. At the request of the District, the Contractor shall furnish to the District for a total not-to-exceed price of _____ ("Contract Price"), the following services ("Services"):

   - Routine Maintenance Services for Mechanical Equipment **less than $5,000** per Requested Work Order, as further detailed in any work order approved by the District. Scope shall be set by work orders as they are executed by each party.

   - The Services **shall include only** routine, recurring, and usual work for the preservation, protection, and keeping of District mechanical equipment for its intended purposes in a safe and continually usable condition, which may involve, without limitation, repairs, cleaning, and other operations on the equipment.

   - Where any single requested work order is expected to rise **above $5,000**, a proposal shall be provided to the District. The District reserves the right to seek competitive bids at its discretion.

2. Contractor shall perform the Services in any Work Order approved by the District at the site locations listed in **Exhibit "A"** ("Site(s)"). The work is the scope of services at the Sites.

3. All Services shall be diligently performed by Contractor as required or requested by District. This Contract shall become effective on the Effective Date and shall remain effective, unless terminated in accordance with the provisions of this Contract.

4. This Contract incorporates by this reference the attached Terms and Conditions to Contract ("Terms and Conditions"). Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions when performing the Work.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

5. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_X_ Asbestos & Other Hazardous Materials Certification
_____ Instructions to Bidders	_X_ Lead-Based Materials Certification
_____ Bid Form and Proposal	_X_ Registered Subcontractor List
_____ Bid Bond	_X_ Insurance Certificates and Endorsements
_____ Non collusion Declaration	_____ Specifications
_____ Iran Contracting Act Certification	_____ Plans
_____ Designated Subcontractors List	_X_ COVID-19 Certification Form
_____ Notice to Proceed	_X_ Exhibit "A" ("Sites")
_X_ Prevailing Wage Certification	_____ _____ [Other]
_X_ Workers' Compensation Certification	
_X_ Criminal Background Investigation / Fingerprinting Certification	
_X_ Drug-Free Workplace Certification	
_X_ Tobacco-Free Environment Certification	

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

7. Payment for the Work shall be made in accordance with the Terms and Conditions.

8. Contractor hereby acknowledges that the District has authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of the District. District shall have free access to any or all parts of the Work at any time. Contractor shall furnish District reasonable opportunities for obtaining such information as may be necessary to keep District fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

9. Inspection and acceptance of the Work shall be performed by **Facilities Maintenance Manager** of the **Maintenance, Operations and Facilities Department** of the District.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

11. Any notice required or permitted to be given under this Contract 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 or email, addressed as follows:

District	**Contractor**
Alameda Unified School District ATTN: 2060 Challenger Drive Alameda, CA 94501 Email: purchasing@alamedaunified.org	Name: _____ ATTN: _____ Address: _____ _____ Email: _____

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice sent pursuant to this Contract shall be accompanied by a courtesy copy sent via email.

[SIGNATURES ON FOLLOWING PAGE.]

12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the dates indicated below:

Contractor:_____

Approved by:

Signature:_____

Name:_____

Title: _____

Date:_____, 20_____

License No.: _____

Registration No.: _____

Alameda Unified School District

Approved by:

Signature:_____

Name:_____

Title: _____

Date:_____, 20_____

Recommended by:

Signature:_____

Name:_____

Title: _____

Date:_____, 20_____

Information regarding Contractor:

Type of Business Entity:

_____Individual

_____Sole Proprietorship

_____Partnership

_____Limited Partnership

_____Corporation, State: _____

_____Limited Liability Company

_____Other: _____

_____:
Employer Identification and/or Social Security Number

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

TERMS AND CONDITIONS TO CONTRACT

NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner.

SITE EXAMINATION: Contractor has examined each Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at each Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).

PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in this Contract. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

SUBSTITUTIONS: No substitutions of material from those specified in the District standards shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on each job Site, use of equipment, and quality of workmanship.

WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at the Site(s) without written consent from the District.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor 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.

CLEAN UP: Debris shall be removed from each Site. Each Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

FORCE MAJEURE: The Contractor shall be excused from performance under this Contract during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor and that Contractor has made reasonable efforts to mitigate any damage, as determined by the District.

CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein.

ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to the value of the Work performed (as certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) defective Work not remedied; (2) stop payment notices as allowed by state law; (3) unsatisfactory prosecution of the Work by Contractor; (4) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (5) erroneous or false estimates by the Contractor of the value of the Work performed; (6) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (7) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. Applications for Payment shall indicate the total amount previously paid to Contractor for all prior services to date. District reserves the right to withhold damages caused by Contractor's delay.

CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District (see Exhibit A). Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor.

INDEMNIFICATION:

20.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and

volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction.

20.2 Contractor shall also, 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 directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

20.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

20.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

20.5 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

CONTRACTOR'S INSURANCE:

21.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 3,000,000
Automobile Liability Insurance - Any Auto	
Combined Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

21.1.1 **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.

(Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

21.1.2 **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, the 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 Contract 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.

21.2 **Proof of Insurance**. The 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:

21.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

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

21.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

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

21.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

21.2.6 An endorsement stating that there shall be a waiver of any subrogation.

21.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

21.3 **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.

WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is 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 Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

LABOR CODE REQUIREMENTS: The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

26.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

26.2 **Registered Subcontractor List**: When applicable, within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

26.3 **Certified Payroll Records**: When applicable, Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) CPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's form (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

26.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

NON-DISCRIMINATION: The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing Services to the District, it is Contractor's obligation to comply with **Board Policy 0410 (Nondiscrimination in District Programs and Activities)**, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Services provided by Contractor shall not reflect adversely upon

persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Contract, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tender's final payment to the Contractor, without further acknowledgment by the Parties.

CONTRACTOR CLAIMS: 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. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

TERMINATION: If Contractor fails to perform the Work and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

BINDING CONTRACT: This Contract shall be binding upon the Parties and upon their successors and assigns and shall inure to the benefit of said Parties and their successors and assigns.

DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

ENTIRE CONTRACT: This Contract sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements, understandings, written or oral, between the Parties pertaining to the subject matter thereof.

NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

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 awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO. ("Contract"):_____between the **Alameda Unified School District** ("District") and _____ ("Contractor").

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the work that is the subject of the Contract (check all that apply):

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice ("DOJ") may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:_____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name:_____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

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 and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:_____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

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.

Date:_____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful contractor 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 public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. In addition, the District has implemented **Board Policy 3513.4 (Drug and Alcohol Free Schools)**.

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

- 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.

Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace.
- The person's or organization's policy of maintaining a drug-free workplace.
- The availability of drug counseling, rehabilitation, and employee-assistance programs.
- The penalties that may be imposed upon employees for drug abuse violations.
- 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 Contract 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 **Board Policy 3513.4 (Drug and Alcohol Free Schools)** and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and the District's policy.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and **District Board Policy 5140.2 (Use Of Tobacco, Alcohol, Other Drugs)** all District sites, including the Work Site(s), are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Work Site(s) and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Work Site(s).

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor **shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

3. <u>Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act</u>

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE DISTRICT'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT "A"

SITES

Work to be accomplished at the following Sites;

Love Elementary	2025 Santa Clara Ave, Alameda, CA 94501
Franklin Elementary	1433 San Antonio Ave, Alameda, CA 94501
Maya Lin Elementary	825 Taylor Ave, Alameda, CA 94501
Paden Elementary	444 Central Ave, Alameda, CA 94501
Bay Farm Elementary	200 Aughinbaugh Way, Alameda, CA 94502
Earhart Elementary	400 Packet Landing Rd, Alameda, CA 94502
Edison Elementary	2700 Buena Vista Ave, Alameda, CA 94501
Otis Elementary	3010 Fillmore St, Alameda, CA 94501
Woodstock Child Development Center (WCDC) @ Longfellow Campus	500 Pacific Ave, Alameda, CA 94501
Ruby Bridges Elementary	351 Jack London Ave, Alameda, CA 94501
Wood Middle	420 Grand St, Alameda, CA 94501
Lincoln Middle	1250 Fernside Blvd, Alameda, CA 94501
Academy of Alameda @ Chipman Campus	401 Pacific Ave, Alameda, CA 94501
Alameda High School	2200 Central Ave, Alameda, CA 94501
Encinal Jr. & Sr. High School	210 Central Ave, Alameda, CA 94501
ACLC/NEA @ Longfellow Campus	1900 3rd St, Alameda, CA 94501
AUSD Portables @ College of Alameda	500 Pacific Ave, Alameda, CA 94501
District Office	2060 Challenger Drive, Alameda, CA 94501
Food Service Warehouse	2130 Clement Ave, Alameda, CA 94501
Singleton Maintenance Yard	250 Singleton Ave, Alameda, CA 94501