HAYWARD UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS
FOR
MOVING AND ASSOCIATED SERVICES

HUSD RFQ NO. 25.025

MAY 23, 2025

Hayward Unified School District
24441 Amador Street
Hayward, CA 94544

HUSD RFQ NO. 25.025

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I. NOTICE CALLING FOR BIDS

REQUEST FOR QUALIFICATIONS

The Hayward Unified School District ("HUSD" or "District") issues this Request for Qualifications ("RFQ") from qualified service Providers or individuals ("Provider" or "Proposer") to provide Moving Services for Projects at various sites within the District. Copies of this RFQ can be downloaded from the District website, https://www.husd.us/departments/purchasing/active-bids-proposals.

Interested Providers may submit a response to this RFQ, by mailing or delivering one (1) original (clearly identified "Original"), one (1) copy, and one (1) .pdf copy on a flash drive of the requested materials to:

Hayward Unified School District
ATTN: Victoria Coronado
Procurement Manager
Purchasing Department, Hayward Unified School District
24411 Amador St
Hayward, Ca 94544

RFQs must be received by the District at the above location on or before 10:00 a.m., June 16th, 2025. Any RFQs submitted after the deadline will be deemed non-responsive.

Any requests for clarification of RFQ no**. 25.025** shall be made **IN WRITING** and emailed to: vcoronado@husd.k12.ca.us no later than **June 11, 2025** by **5:00 p.m.** *Questions received after the date and time noted shall not receive a response.*

No Providers may withdraw any RFQ for a period of ninety (90) calendar days after the date set by the District to submit Proposals.

The District intends to create a pool of qualified Providers that the District intends to maintain for two (2) years. From the pool, the District may solicit proposals for certain projects at the District's discretion.
HUSD reserves the right to waive any minor informality or irregularity in any RFQ. Additionally, HUSD may, for any reason, decide not to award a Contract as a result of this RFQ.

MANDATORY QUIET PERIOD

From the date of issuance until the RFQ process is completed, any interested Firm and/or their agents or representatives, shall not communicate with any District administrator, staff member, member of the Board, member of the Measure H or Measure I Citizens' Bond Oversight Committee, member of any other Board or County Administrator appointed committee regarding this RFQ. All communications must be transmitted to the Point of Contact named herein. Any interested Firms violating the communications prohibition may be disqualified at the District's discretion.

Date of Advertisement #1: 5/23/25
Date of Advertisement #2: 5/30/25

INFORMATION TO BIDDERS

PURPOSE

The District requires moving services for classrooms and District facilities on an as-needed basis. Services must be performed by a properly licensed and qualified moving services company. Moving projects generally involve the moving of various types of furniture, equipment, materials, and supplies which will include, but are not limited to, desks, chairs, tables, bookcases, cabinets, books, audio visual equipment, and other classroom items such as boxes of books and materials.

The District is located within the City of Hayward, California, and consists of 30 campuses.

AWARD OF CONTRACT

The District may require individual proposals from the selected Providers on a project-by-project basis or as the need arises as determined by the District. Upon the District's review, the District may, at its sole discretion, issue a Notice to Proceed for the Moving Services authorizing the Provider to provide services as described in the Contract Documents and project specific requirements. The Provider shall immediately proceed to provide services in accordance with the provisions of the Contract and all terms and conditions.

LEGAL COMPLIANCE

The selected Firm(s) and each of its (their) subconsultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government Code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected Firm shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each subconsultant.

The successful Providers) and their subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations (DIR), State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: http://www.dir.ca.gov.

COORDINATION OF SERVICES

The Provider will coordinate all moving services directly with the Facilities Planning Department.

SCOPE OF SERVICES & TERM OF AGREEMENT

Moving services may be required for standard classrooms, kitchens, computer labs, science labs, libraries, administrative office, music rooms, etc. The services to be provided by the Moving Company under this contract will include, but are not limited to, the following:

- Moving heavy equipment
- Quick response moving or small jobs on an as-needed basis
  Packing/unpacking and/or moving classrooms and/or administration offices from permanent buildings to interim housing and back to permanent buildings after construction is complete.

The Moving Services agreement shall be for a term of two years, with the option to renew for three additional one-year terms upon mutual written agreement between the District and Provider.

Refer to **Exhibit A – "Scope of Work" and Exhibit B – "Special Conditions"** for a detailed scope of work and special conditions to be incorporated into the master Agreement.

FIRM EXPERIENCE, BACKGROUND AND REFERENCES

All Firms submitting an RFQ must have a minimum of four (4) years of experience providing moving and storage services to School Districts or other Public Agencies. The firm must provide an introduction letter and brief overview of the Firm's business structure, years in business and its qualifications and experience with projects similar to those described in the RFQ. The introduction letter and firm overview shall not exceed a total of two (2) pages.

The District also requests the names, addresses, contact persons, phone numbers, project names, and number/quantity of classrooms or support facilities for whom the firm has previously performed moving services projects. Provider must provide a minimum of three (3) School Districts or Public Agencies for which the Provider has provided similar services in the past two (2) years. Reference information must be submitted on **Exhibit E – "Reference Form"**. Additional sheets may be copied and submitted as additional information.

SUBMISSION OF HOURLY RATES AND FEES

Refer to **Exhibit C – "Bid Form" and Exhibit D – "Fee Schedule"** and submit hourly/project rates and other miscellaneous cost items for bid evaluation.

FORMS/DOCUMENTS REQUIRED FOR SUBMISSION

In response to this RFQ, the following list of forms and documents are required for submission:

- Two (2) page maximum Introduction Letter and Firm Overview
-
- Exhibit C – Bid Form
- Exhibit D – Fee Schedule
- Exhibit E – Reference Form

PUBLIC RECORDS

Responses to this RFQ will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each Response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Trade Secret," Confidential," or "Proprietary" the Firm agrees, by submission of its Response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

EXHIBIT A

SCOPE OF WORK

Required Services

Moving services may be required for standard classrooms, kitchens, computer labs, science labs, libraries, administrative offices, music rooms, etc. The services to be provided by the Moving Company under this contract will include, but are not limited to, the following:

- Moving heavy furniture and equipment
- Quick response moving or small jobs on an as-needed basis
- Packing/unpacking and/or moving classrooms and/or administration offices from permanent buildings to interim housing and back to permanent buildings after construction is complete

The Moving Company will provide an individual who will manage all communications, scheduling and coordination of moving services. The coordinator will review the existing District location to evaluate the scope of the move. The Moving Company will supply all supervision, vehicles, drivers, packers, packing materials, and other supplies as needed to execute the moves. The Moving Company shall manage their resources in order to minimize any costs that may occur due to excess material usage, man-hours for waiting, and detained truck or staffing resources. There will be no charges for Moving Company's employees to and from the move site. After the move, the Moving Company's representative shall conduct a punch list walk with the District representative to close out the project.

Working Hours

The normal working hours will be 7:30 am to 4:30 pm. However, it is anticipated that moves may be required during swing shifts or on Saturdays and Sundays in order to have classrooms moved during non-school hours and to not disrupt educational programs. The Moving Company shall not be entitled to overtime rates in excess of the rates bid unless the District requires that work be performed on a legal holiday. Any work performed outside of normal working hours must be approved in advance by the District representative.

EXHIBIT B - SPECIAL CONDITIONS

1. Each individual job to be performed under this bid will require a pre-job meeting with a District representative from the Facilities and Planning Department. Prior to all moves the Moving Company will be responsible for physically inspecting the site and related building areas at origin and destination, including access to and from streets and/or loading docks to gather all pertinent logistical information concerning the relocation. A written proposal will be prepared by the Moving Company detailing the number of man-hours, per classification, required to complete the project, a list of materials and their cost and the time frame recommended to complete the project. The Moving Company will receive authorization from the District representative and a signed purchase order will be issued prior to the commencement of any work.

2. The Moving Company's assigned Project Manager(s) and/or Supervisor(s) will be present on-site during relocation activity, when the project magnitude requires. At a minimum, the Foreman must be present at all times. All moving crews shall be uniformed or wear identification while on District property.

3. The Moving Company will provide portable communications between its crews during all move activities, and if required, provide portable communication devices for District representatives.

4. The Moving Company will make arrangements to have its offices, equipment yards and dispatchers accessible during the move to provide additional staffing and equipment, if needed. This includes weekends and swing shift hours when applicable to each project. Move days and hours are to be determined by the District Facilities Department.

5. Tasks to be completed may include, but not be limited to, the following:

    a. Establishing and maintaining relationships with the District representative

    b. Interpreting and timely responding to all laws, regulations and restrictions where work is being performed

    c. Prior to moves, measuring elevator and stairwell access where necessary

    d. Prior to all moves, ensuring type-carts, gondolas, speed packs, etc. are correct size to accommodate all sizes of equipment and materials

    e. Prior to all moves, ensuring all equipment and type-carts, gondolas, speed packs, etc. will fit into all elevators and stairwells where necessary

    f. Prior to all moves, measuring building overhangs, entrances and exits

    g. Prior to all moves, ensuring all trucks and equipment will fit into building overhangs, entrances and exits

6. The Moving Company will provide, install, and remove moving protection materials for Administration Offices, lobbies, corridor floors, classroom walls, systems furniture, doorways, elevators, and any other walls/areas requiring protection with taped Masonite boards and/or other protections at point of origin and final destination. The Moving Company shall be liable for any

damage caused by installation or removal of building protection.

7. When new vinyl flooring systems have been installed, the Moving Company shall ensure that floor protection is in place prior to placing any move carts, dollies and/or speed packs onto the new finished surfaces. Protection shall ensure that no dents or streaks occur on the new floor finish at the completion of the move services.

8. The Moving Company will implement a color-coded location system, including color-code plans and signage. Color Coding will be determined by the District.

9. The Moving Company will install on-site office number/layout signs and color-coded signage for relocation as provided, directed and furnished by the District representative.

10. The Moving Company will remove all cartons and move-related debris from the site.

11. The Moving Company shall verify the accurate placement of all items moved to a particular destination prior to leaving the job during the move period. This may also require the verification of the accurate placement of equipment at the conclusion of the equipment phase and before the general move. The Facilities Planning Department representative and/or his designee(s) will perform the final walk-thru with the Moving Company's Foreman/Supervisor. The Moving Company shall provide a Punch List Crew for this task as directed by the District representative.

EXHIBIT C - BID FORM

For

PROJECT: _____

Contractor shall perform the Work defined in the Contract Documents and fully understands the Scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, all taxes, fees, fuel, rental, labor & material costs included:

1. MOVING $_____(1)

2. DEBRIS REMOVAL $_____(2)

3. BUILDING PROTECTION $_____(3)

4. BID TOTAL AMOUNT (Sum of 1 + 2 + 3)

$_____

In words In numbers

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, and understands the construction and project management function(s) is described in the Contract Documents.

2. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

3. **Subcontractors.** Contractor shall identify the name, location of the place of business, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. * Required

Name	Location (City)	Scope
		Repurposing Agent or Firm *

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies

the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

5. **Non-collusion Affidavit.** Contractor shall provide with its bid the Non-collusion Affidavit in the form attached hereto.

6. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that **it is regularly** engaged in the general class and type of work called for in the Contract Documents.

7. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **SECOND (2ND)** business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all reasons for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

8. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No:	Date:
No:	Date:
No:	Date:

9. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT "A" TO THE CONTRACT. THE SUCCESSFUL MOVER SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

10. **Bid Evaluation.** Contractor shall provide bids for the sample moving tasks listed below as part of the bid evaluation process. Please review the following bid evaluation grid and provide cost and time estimates based on the parameters provided for each sample moving task.

The prices described herein are inclusive of all costs, including the following:

(1) Moving equipment, moving and packing materials and supply costs;
(2) Labor costs to perform the work;
(3) Costs to provide, install and remove building protection materials;
(4) Taxes; and
(5) Costs for moving fleet expenses, such as for fuel mileage.

For purposes of these sample job bids, please assume a move distance of **10 miles.** Please also provide an estimate of the time required to complete each sample task **with the listed moving crew size.**

Sample Scopes of Work – Estimated Costs	**Price Per Room Moved**		**Subtotal**

SINGLE CLASSROOM (3 person moving crew) – 1,000 sq. ft., 30 students with classroom equipment and furniture			**Subtotal**
Labor Costs	$ _____.__		
Moving Supply Costs	$ _____.__		
Building Protection Costs	$ _____.__		
Transportation Costs	$ _____.__		
		TOTAL BID	
		TIME ESTIMATE (IN HOURS)	

ADMINISTRATIVE AREA (5 person moving crew) – 2,500 sq. ft., 5 offices with office equipment and furniture			**Subtotal**
Labor Costs	$ _____.__		
Moving Supply Costs	$ _____.__		
Building Protection Costs	$ _____.__		
Transportation Costs	$ _____.__		
		TOTAL BID	
		TIME ESTIMATE (IN HOURS)	

SCHOOL KITCHEN AREA (5 person moving crew) – 2,5000 sq. ft., heavy kitchen equipment			**Subtotal**
Labor Costs	$ _____.__		
Moving Supply Costs	$ _____.__		
Building Protection Costs	$ _____.__		
Transportation Costs	$ _____.__		
		TOTAL BID	
		TIME ESTIMATE (IN HOURS)	

MULTIPURPOSE ROOMS/STEM LABS (3 person moving crew) – 1,000 sq. ft., 25 students with technology/athletic equipment			**Subtotal**
Labor Costs	$ _____.__		
Moving Supply Costs	$ _____.__		
Building Protection Costs	$ _____.__		
Transportation Costs	$ _____.__		
		TOTAL BID	
		TIME ESTIMATE (IN HOURS)	

LIBRARY/CAFETERIA (10 person moving crew) – 5,000 sq. ft., ~200 students with heavy furniture such as tables/shelving, other equipment			**Subtotal**
Labor Costs	$ _____.__		
Moving Supply Costs	$ _____.__		
Building Protection Costs	$ _____.__		
Transportation Costs	$ _____.__		
		TOTAL BID	
		TIME ESTIMATE (IN HOURS)	

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____day of _____ 20 _____

Name of Contractor _____

Signed by _____

Title of Signer _____

Address of Contractor _____

Taxpayer's Identification No. of Contractor _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____Class: _ Expiration Date: ____

No.: _____ Class: _ Expiration Date: ___

EXHIBIT D - FEE SCHEDULE

All Firms are required to answer in narrative form the following requested information. At a minimum, proposals will be evaluated on the information requested. Additional information included with the proposal will be reviewed. If a proposing firm does not have a specified capability or does not supply a listed service, the firm submitting a proposal must indicate in their proposal the capability or service. The inability of any firm to meet any of the required scope of services may not be grounds for disqualification.

1. Service Costs

   - Identify the unit cost for all line items indicated in the Rate Schedule below.
   - Separately, identify any and all services your firm can provide that is not listed on the Rate Schedule. Your rate sheet should describe the services and costs and represent your proposed rate structure tailored to this request.
   - The cost information provided with this bid will become part of the master agreement. The stringent requirement for cost visibility and predictability requires that costs **not** identified be deemed to be at **no cost** to the District.

2. Rate Schedule

   - Hourly rates for all services shall commence at the time of arrival at the District job site and end at the time of District site departure. No time shall be charged for employee travel to or from the District site.

Service Description	**Regular Hourly Rate**
Project Manager	$
Supervisor	$
Foreman	$
Helper/Crewman	$
Packers	$
Installers	$
Truck w/lift gate (includes driver)	$
Van (includes driver)	$

Packing and Moving Materials	**Unit Cost**
Boxes/Each	$
Carts/Rental/Day	$
Bins/Week	$
Shrink Wrap/Roll	$
Tape/Roll	$
Gondolas	$
Book Carts	$
Speed Packs	$
Dollies	$
Bubble Pack	$
Moving Labels	$

Additional Costs/Charges		
Fuel Surcharges	Per Mile:	$
	Flat Rate:	$
Temporary Storage Containers (includes delivery, set-up & pick-up)		
20’ Storage Container	Daily	$
	Weekly	$
	Monthly	$
40’ Storage Container	Daily	$
	Weekly	$
	Monthly	$

- Proposing Firms shall identify all supply items needed to complete moves not included in the hourly rates above. Identify if the items must be purchased or may be rented on a daily or hourly basis. Proposing Firms may attach additional pages or spreadsheet of all items available.

- Proposing Firms should identify all legal holidays in the space provided below:

Legal Holidays:

Date:

Proper Name of Proposing Firm:

By:

Typed Name and Title:

Signature

Signature

_____

NOTE: If a firm submitting a proposal is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer(s) or agent(s); if a firm is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

EXHIBIT E - REFERENCE FORM

This form is required with your proposal

Reference No. 1:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

Reference No. 2:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

Reference No. 3:

Company Name: _____

Contact #: _____

Address: _____

Contact Person: _____

Project Name: _____

Qty of classrooms and/or support facilities involved in the move: _____

Cost of Move Services: _____

Attachment 1

Agreement for Moving and Associated Services

HAYWARD UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES - MOVING SERVICES

This Independent Contractor Agreement for Moving Services ("Agreement") is made as of the _____ day of _____ in the year 2025, between the **Hayward Unified School District** ("District") and _____ ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Contractor shall furnish to the District the services as described in **"Exhibit A – Scope of Work"** within the working parameters described by **"Exhibit B – Special Conditions"**, attached hereto and incorporated herein by this reference ("Services" or "Work").

2. **Term.** This agreement is for a two-year term, with the option for three additional one-year renewals upon mutual written consent of both Parties. Contractor shall commence providing moving services under this Agreement on _____, 20__, and will diligently perform as required or requested by District as applicable.

3. **Submittal of Documents**. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_X_ Signed Agreement	_X_ Workers' Compensation Certificate
_X_ Insurance Certificates & Endorsements	_X_ W-9 Form
_N/A_ Bonds (as requested by District)	_X_ Fingerprinting/Criminal Background Investigation Certification
_____ Other: _____	

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in " **Exhibit E – Fee Schedule"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not to exceed _____Dollars ($_____)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work

actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Materials and Expenses**. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. District shall not be liable to Contractor for any material costs or expenses paid or incurred by Contractor in performing the Work beyond those agreed upon in **"Exhibit E – Fee Schedule"**. Expenses will not be charged on this Work above the maximum not-to-exceed amount of_____ Dollars ($ _____). Rates for materials and expenses are included in **"Exhibit E – Fee Schedule"** attached hereto.

6. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

7. **Standard of Care**.
   7.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance. Additional Special Conditions applicable to the work performed under this contract are attached hereto as "**Exhibit B – Special Conditions".**
   7.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
   7.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
   7.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

8. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

9. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Termination**.

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

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

10.2.1. material violation of this Agreement by the Contractor; or

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

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

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

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

12. **Insurance**.

12.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

12.1.2. **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 Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

12.2. **Proof of Carriage 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's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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

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

12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

12.2.4. ll policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

12.3. **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.

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

14. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation 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.

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

16. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. 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.

17. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

18. **Labor Code Requirements**. Provided that the Contract price is more than $1,000, and any portion of the Work is a "public works" under the Labor Code, the Parties agree as follows: (1) The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (2) District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5; (3) Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof; (4) Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4; (5) Contractor shall comply with all applicable provisions of the 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); (6) Copies of the prevailing rate of per diem wages are on file with the District; and (7) Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 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.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees**. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted

of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
    22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
    22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

Hayward Unified School District	**Contractor**
24411 Amador Street	_____
Hayward, CA 94544	_____
ATTN: Amy Nichols	_____
	Tel: _____ ; Fax: _____
	ATTN: _____

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

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

Hayward Unified School District

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

Information regarding Contractor:

Contractor: _____

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

___ Individual ___ Sole Proprietorship

___ Partnership ___ Limited Partnership

___ Limited Liability Company

___ Corporation, State: _____

___ Other: _____

_____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date:

Proper 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 District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

□ [**TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.**] Contractor's employees 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 Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

□ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

____ The installation of a physical barrier at the worksite to limit contact with pupils.

____ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

____ Surveillance of Employees by District personnel. [**TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.**]

Date: _____
District Representative's Name and Title: _____
Signature: _____

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

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

INDEPENDENT CONTRACTOR
AGREEMENT FOR PROFESSIONAL
SERVICES MOVING SERVICES

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

Required Services

Moving services may be required for standard classrooms, kitchens, computer labs, science labs, libraries, administrative offices, music rooms, etc. The services to be provided by the Moving Company under this contract will include, but are not limited to, the following:

- Moving heavy furniture and equipment
- Quick response moving or small jobs on an as-needed basis
- Packing/unpacking and/or moving classrooms and/or administration offices from permanent buildings to interim housing and back to permanent buildings after construction is complete

The Moving Company will provide an individual who will manage all communications, scheduling and coordination of moving services. The coordinator will review the existing District location to evaluate the scope of the move. The Moving Company will supply all supervision, vehicles, drivers, packers, packing materials, and other supplies as needed to execute the moves. The Moving Company shall manage their resources in order to minimize any costs that may occur due to excess material usage, man-hours for waiting, and detained truck or staffing resources. There will be no charges for Moving Company's employees to and from the move site. After the move, the Moving Company's representative shall conduct a punch list walk with the District representative to close out the project.

Working Hours

The normal working hours will be 7:30 am to 4:30 pm. However, it is anticipated that moves may be required during swing shifts or on Saturdays and Sundays in order to have classrooms moved during non-school hours and to not disrupt educational programs. The Moving Company shall not be entitled to overtime rates in excess of the rates bid unless the District requires that work be performed on a legal holiday. Any work performed outside of normal working hours must be approved in advance by the District representative.