INVITATION TO BID

Flooring Routine Repair and Maintenance Services

Project No. 19116

1. Notice is hereby given that the governing board (“Board”) of the Oakland Unified School District (“District” or “Owner”) will receive sealed bids for the following contract:

Flooring Routine Repair and Maintenance Services (“Contract”)

To be performed at the following District site(s) (“Project”):

- All District Facilities

2. LOCAL SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > District Services > Facilities Planning & Management Department > Bids and Requests

3. Sealed Bids will be received until 2:30 PM on 23rd, October, 2019, at the District Office, located at _955 High Street – Facilities Department, Oakland, CA 94601, at the Receptionist’s desk, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

4. The Contract consists of:

Routine flooring repair and maintenance services at District-wide facilities, on a regular and an as-needed basis including emergency work and repairs, for a period of three (3) years. see Exhibit A to the Agreement.

5. Contract Estimate: A not-to-exceed amount of Five Hundred Eighty-Five Thousand Dollars ($585,000.00) for the duration of the entire Contract One Hundred Ninety-Five Thousand Dollars ($195,000) per year).

6. The Project Manager for this project is Mark Cavalli, who can be reached at 510-535-2741.

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

(SR353129)OAKLAND UNIFIED SCHOOL DISTRICT INVITATION TO BID

Flooring Routine Work, Repairs and Maintenance Services –  Page 1
Project No. 19116 – September 18, 2019
8. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

- **C-15 –Flooring and Floor Covering Contractor**

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

9. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract 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 State of California Department of Industrial Relations (DIR) 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www.dir.ca.gov).

10. **Contractor Registration.** Bidder shall ensure that Bidder and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

   “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**A full copy of the bid form must be submitted at time of Bid Opening, 23rd day, October, 2019, @ 2:30 p.m.** A copy must be downloaded from www.ousd.org, under the Department of Facilities Planning and Management> For Contractors & Developers> subheading Bids and Request for Proposals> On the Right side, Click Formal Bids
AGREEMENT FOR MAINTENANCE, INCLUDING MINOR REPAIRS
Flooring Routine Repair and Maintenance Services

THIS AGREEMENT is made and entered into this 14th day of November, 2019 (“Contract”), by and between __________________________ (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.** At the request of the District, the Contractor shall furnish to the District for a total price not to exceed Five Hundred Eighty-Five Thousand Dollars ($585,000.00) (“Contract Price”) for the duration of the entire Project (One Hundred Ninety-Five Thousand dollars ($195,000) per year, the following maintenance services, including minor repairs (“Services” or “Work”):

   • **Flooring Routine Repair and Maintenance Services,** as described in more detail in Exhibit “A” attached hereto and incorporated herein.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:

   • **All District Facilities**

   The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of thirty-six (36) months from the date of the District’s governing board’s approval of this Contract (“Term”).

5. **Insurance.**
   a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability, with Products and Completed Operations Coverage</strong></td>
<td>$1,000,000 per occurrence; $2,000,000 aggregate</td>
</tr>
<tr>
<td><strong>Automobile Liability, Any Auto, Combined Single Limit</strong></td>
<td>$1,000,000 per occurrence; $2,000,000 aggregate</td>
</tr>
<tr>
<td><strong>Workers Compensation</strong></td>
<td>Statutory limits pursuant to State law</td>
</tr>
<tr>
<td><strong>Employers’ Liability</strong></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

   Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District
and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction / project managers for the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.

8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

- [X] Instruction to Bidders
- [X] Bid Form
- [X] Agreement
- [X] Terms and Conditions to Contract
- [X] Iran Contracting Act Certification
- [X] Debarment and Suspension Certification
- [X] Sufficient Funds Declaration
- [X] Drug-Free Workplace Certificate
- [X] Tobacco-Free Environment Certification
- [X] Fingerprinting Notice and Acknowledgement
- [X] Small Local Resident Business Form
- [X] Asbestos & Other Hazardous Materials Certification
- [X] Lead Products Certification
- [X] Imported Materials Certification
- [X] Insurance Certificates and Endorsements
- [X] Local Business Participation Form
- [X] Exhibit "A" ("Scope of Work")
- [X] Other: Payment & Performance Bonds
  at the time contract is awarded to bidder

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

**Oakland Unified School District**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aimee Eng, President, Board of Education</td>
<td></td>
</tr>
<tr>
<td>Kyla Johnson-Trammell, Superintendent, Board of Education</td>
<td></td>
</tr>
<tr>
<td>Timothy White, Deputy Chief, Facilities</td>
<td></td>
</tr>
</tbody>
</table>

**Contractor**

<table>
<thead>
<tr>
<th>Title:</th>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>--------------------------</td>
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</tr>
</tbody>
</table>

**APPROVED AS TO FORM:**

OUSD Facilities Legal Counsel
Information regarding Contractor:

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

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600.00 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.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP. The liquidated damages identified in this Contract shall be based on the Contractor’s failure to meet the time indicated in a specific Notice to Proceed.

2. SITE EXAMINATION: After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), 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).

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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 the Work specifications attached hereto.

4. TERMINATION: If Contractor fails to perform the Services listed in an NTP and the 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, the District shall have the right to terminate this Contract 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 for its own convenience. 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.

5. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

6. 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 by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties.
and approved by the District’s governing board. 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, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District’s approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

10. **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 Site(s) without written consent from the District.

11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **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 which are caused by the Contractor’s failure to comply with the standard of care required herein.

13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

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

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder 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, product, plant, 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 Contractor.

22. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, 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 personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for Work performed under the Contract as of the date of submission (“Application for Payment”) based on number of Units performed and the associated “Price/Unit.” The Application for Payment must include evidence of Contractor’s performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) 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; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) 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 (11) 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.

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

25. **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 Worker’s 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.

26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, 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).

27. [Not Used]

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

29. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Services 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.
30. **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.

31. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator’s fee in equal shares. A mediator shall be selected within twenty (20) days of a Party’s demand for mediation.

32. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, 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), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract 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 State of California Department of Industrial Relations (DIR) 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. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www.dir.ca.gov).

33. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

34. **LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM (L/SL/SLRBE):** The District has established a mandatory Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) to further encourage and facilitate full and equal opportunities for local and small Alameda County business owners who are interested in doing business and working on the District’s General Obligation Bond Projects. The District’s goal is to partner with the local community and demonstrate its leadership through this program, aimed at harnessing local resources to achieve maximum local benefits. The Contractor shall comply with the L/SL/SLRBE.

35. **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
36. **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 in the county in which the District’s administration office is located.

37. **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.

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

39. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District’s waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.

40. **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.

41. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
EXHIBIT "A"
SCOPE OF WORK
Flooring Routine Repair and Maintenance

Sites:
- The following Scope of Work and Services shall be performed as required or requested by District at the following District facilities ("Site(s)"): All District facilities.

General Description of Services:
- Contractor shall provide normal and on-call flooring maintenance services, including emergency work and repairs, and supply, demolition, and installation services, at the Sites for the District Buildings and Grounds Department.
- Contractor, its employees, and representatives shall comply with the current OSHA general industry regulations, 29 C.F.R. § 1910 et seq.

Services shall include, without limitation, routine work, repair, and/or maintenance of:
- VCT flooring;
- Rubber tile flooring;
- Sheet welded seam flooring;
- Underlayment (plywood); and
- Supply product (flooring, base, adhesives).

Contractor acknowledges and agrees that Contractor shall, without limitation:
- Perform all Services described herein using journeymen or equivalent technical level personnel, unless otherwise agreed to in writing by the Parties.
- Provide prior notification to the District Facilities Manager, or other representative designated by District, anytime Contractor or its representatives are to come on Site.
- Not subcontract any of the Work of this Contract to any other company without prior, written approval by District.
- Maintain a minimum of two (2) certified technicians during the term of this Contract, at least one of whom shall have at least ten (10) years of relevant plumbing experience, to ensure that District shall always have access to at least one of the certified technicians. Both certified technicians must have general, overall knowledge of all District equipment subject to this Contract and be qualified to work on all District plumbing systems.
- Provide and maintain 24/7 on-call service availability to District for emergency calls or other types of plumbing needs that may arise.
- Return a phone call or respond within thirty (30) minutes of District notification.
- Perform maintenance work or repairs during the regular hours of 7:00 am through 5:00 pm, Monday through Friday, unless specified by the District Facilities Manager or other designated representative. The Parties acknowledge that Services performed afterhours and holidays may be at a different rate and must be specifically authorized by District.
- Have access to a fabrication shop, as needed for the performance of the Services state herein.
- Have a certified technician present with District Facility Manager or other designated representative for all plumbing inspections.
- Post a service inspection for each piece of equipment.
• Provide a worksheet for all Work, which shall be reviewed upon request by District Facilities Manager or other designated representative every month prior to Contractor billing for that Work.
• Work must be billed within thirty (30) days of the Work being completed.
• Keep and maintain a record log of maintenance performed by all service personnel for District pursuant to this Contract, which shall contain only District Sites and shall promptly be made available for review upon request by District.
• Maintain all equipment in accordance with the manufacturer’s recommendation unless otherwise specified in writing by the District Facilities Manager or other designated representative.
• Obtain prior authorization from District for repairs or other work outside the scope of preventative maintenance work.
• Obtain a proposal, and receive written approval thereof from District, for any Work outside of Contractor’s normal maintenance scope of Work prior to any performance thereof.
• A phone call authorization requires a quote over the phone and a written confirmation after the Work has been completed.
• District will reserve the right to maintain additional work quotes and services from trade companies or other contractors.

Service specifications and frequencies shall include, but are not limited to:
• Maintenance frequency is equipment dependent and can be quarterly, biannually, annually or as requested.
• Contractor will meet with District Facilities Manager or other designated representative to set specific dates and times for the scheduled maintenance on a monthly basis and to review invoices for accuracy and acceptance.
• Quarterly maintenance will normally be scheduled during the months of February for the first quarter, May for the second quarter, August for the third quarter, and November for the fourth quarter, unless otherwise specified by District Facilities Manager or other designated representative.
• Biannual maintenance will normally be scheduled on the month of April for the first service and September for the second service, unless otherwise specified by the District Facilities Manager or other designated representative.
• All maintenance will normally be performed during the month of September unless specified by the District Facilities Manager or other designated representative.
• Contractor shall ensure that the equipment is operating properly, as per manufacturers’ recommendation, unless otherwise specified in writing by District Facilities Manager or other designated representative.
**IRAN CONTRACTING ACT CERTIFICATION**  
*(Public Contract Code sections 2202-2208)*

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 – CERTIFICATION**  
I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<table>
<thead>
<tr>
<th>Bidder Name/Financial Institution (Printed)</th>
<th>Federal ID # (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in</td>
</tr>
</tbody>
</table>

**OPTION #2 – EXEMPTION**  
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Bidder Name/Financial Institution (Printed)</th>
<th>Federal ID # (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
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</tr>
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<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
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</tr>
</tbody>
</table>

Flooring Routine Work, Maintenance, and Repairs –  
Project No. 19116
DEBARMENT AND SUSPENSION CERTIFICATION
Procurements Over $25,000

The Bidder, under penalty of perjury, hereby certifies that, except as noted below, bidder, its principal, and any named or listed subcontractor on any OUSD:

- Formal Bid Proposals
- Requests for Proposals
- Request for Qualifications

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three years;
- Does not have a proposed debarment pending in any jurisdiction; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

IMPORTANT NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certificate is part of the Proposal or Bid Documents. Signing the Proposal or Bid Form on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____________________________________________________

PRINCIPAL: ________________________    TITLE: ________________________

SIGNATURE:  ______________________________________
SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District

Contract: 3 Year Routine Work, Maintenance, and Repairs - Flooring

I, ______________________, declare that I am the ______________________
[insert title] of ______________________, the entity making and submitting the bid for the
above Project that accompanies this Declaration, and that such bid includes sufficient funds
to permit __________________ [insert name of entity] to comply with all local, state or
federal labor laws or regulations during the Project, including payment of prevailing wage,
and that __________________ [insert name of entity] will comply with the provisions of
Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on ________20__, at ______ [city],
_______ [state].

Date: __________________  _________________________________

Signature

Print Name: ______________________

Print Title: ______________________
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see Attachment A to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner’s approval, for surveillance of your employees by Owner’s personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see Attachment B to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see Attachment B to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.
ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.
(2) Mayhem.
(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
(4) Sodomy as defined in subdivision (c) or (d) of Section 286.
(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
(7) Any felony punishable by death or imprisonment in the state prison for life.
(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
(9) Any robbery.
(10) Arson, in violation of subdivision (a) or (b) of Section 451.
(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
(12) Attempted murder.
(13) A violation of Section 18745, 18750, or 18755.
(14) Kidnapping.
(15) Assault with the intent to commit a specified felony, in violation of Section 220.
(16) Continuous sexual abuse of a child, in violation of Section 288.5.
(17) Carjacking, as defined in subdivision (a) of Section 215.
(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code.

Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of
methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim’s will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.
ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

*Note: This document must be executed and submitted before Contractor may commence any work.*

<table>
<thead>
<tr>
<th>Contractor Firm Name:</th>
<th>________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor/Foreman Name:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Start Date:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Completion Date:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Location of Work:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Hours of Work:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Length of Time on Grounds:</td>
<td>________________________________________</td>
</tr>
<tr>
<td>Number of Employees on the Job:</td>
<td>________________________________________</td>
</tr>
</tbody>
</table>

[ ] [ ] [X] Employees or sole proprietor will have more than limited contact with students as determined by Owner or Contractor, but if determined by Contractor, please explain the basis for such determination:

_____________________________________________________________

If “yes” is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] If you are not a sole proprietorship, employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

______________________________________________________

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

______________________________________________________

Name of employee who is the custodian of the Department of Justice verification information:

______________________________________________________

[ ] The Owner has agreed that my employees or sole proprietor will be surveilled by Owner’s personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.
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 Material Hazardous,” 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: 

Proper Name of Contractor: 

Signature: 

Print Name: 

Title: 

END OF DOCUMENT
LEAD PRODUCTS CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. 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 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since 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). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. 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.

If failure to comply with these laws, rules, and regulations 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 UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Proper Name of Contractor: ___________________________ Date: ______

Signature: __________________________________________
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:
   (1) The dangers of drug abuse in the workplace;
   (2) The person’s or organization’s policy of maintaining a drug-free workplace;
   (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
   (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 or grant 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 Owner 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 or grant awarded herein is subject to suspension of payments, termination, 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 Section 8350 et seq.

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

____________________________________________________________________
Signature

____________________________________________________________________
Print Name     Date

END OF DOCUMENT
TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: ___________________________ between Oakland Unified School District (the "District" or the "Owner") and ________________________________ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, 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.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site 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 Project site.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ____________________________________________

Print Name: __________________________________________

Title: ________________________________________________

END OF DOCUMENT
IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ______________________ between Oakland Unified School District (the “District” or the “Owner”) and ______________________________ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials (“Fill”) to the Project Site(s). All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code (“CEQA”), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: □ Delivery Firm/Transporter □ Supplier □ Manufacturer
□ Wholesaler □ Broker □ Retailer
□ Distributor □ Other ______________________

Type of Entity: □ Corporation □ General Partnership
□ Limited Partnership □ Limited Liability Company
□ Sole Proprietorship □ Other ______________________

Name of firm (“Firm”): __________________________________________

Mailing address: _______________________________________________

Addresses of branch office used for this Project: ______________________

If subsidiary, name and address of parent company: ____________________

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site(s) are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _______________________________________________________

Proper Name of Contractor: _____________________________________

Signature: ___________________________________________________

Print Name: __________________________________________________

Title: _________________________________________________________

END OF DOCUMENT
Local Business Participation Form

[ATTACH FORM]
INSTRUCTIONS TO BIDDERS

MAINTENANCE CONTRACT

Flooring Routine Repair Maintenance Services

Project No. 19116

Bidders ("Bidder(s)" or "Contractor") shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Oakland Unified School District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. Project. Bids are requested for work described in general, for the following project ("Project" or "Contract"): Flooring Routine Repair maintenance services. See Attachment A of the Agreement for more details.

2. Sealed Bids. District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:
   a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;
   b. Contains all documents as required herein; and

3. Is submitted by date and time indicated in the Invitation to Bid.

4. Project Manager. The Project Manager for this project is Mark Cavalli, who can be reached at 510-535-2741 or mark.cavalli@ousd.org.

5. Bid Opening. Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.

6. Complete Bids. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each bidder must complete and submit all of the following documents with its bid ("Bid Documents"): "Bid Form," attached hereto as Exhibit "A"; Iran Contracting Act Certification (attached to Agreement); Debarment and Suspension Certification (attached to Agreement); Sufficient Funds Declaration (attached to Agreement); Fingerprinting Notice and Acknowledgement (attached to Agreement); Local Business Participation Form (attached to Agreement); and
Bidders must submit Bids on the Bid Form, attached hereto as Exhibit "A," along with all other required District certificates and forms (see above). Other District certificates and forms must be submitted after the bid (see Section 13, below). Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

9. **Subcontractors.** No portion of Project shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District’s desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District’s locations and unique requirements is also important.

10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract 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 State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www.dir.ca.gov).

11. **Questions.** All questions about the meaning or intent of the Bid Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.

13. **Notice of Award.** The Bidder(s) awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the
date of the Notice of Award.

a. Submit four (4) copies of the Agreement fully executed by the Bidder awarded the contract, each bearing an original signature.

b. Insurance Certificates and Endorsements as required.

c. Drug-Free Workplace Certification (attached to Agreement).

d. Tobacco-Free Environment Certification (attached to Agreement).

e. Asbestos & Other Hazardous Materials Certification (attached to Agreement).

f. Lead Products Certification (attached to Agreement).

g. Imported Materials Certification (attached to Agreement).

14. **Notice to Proceed.** District may issue multiple notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) throughout the duration of the Contract. Once Contractor has received an NTP, Contractor shall complete the Work specified in that NTP within the period of time indicated in that NTP.

   a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District’s postponement or failure to issue a NTP pursuant to the Contract.

15. **Bid Protests.**

   All bid protests must comply with the following, or they shall be rejected as invalid:

   1. The protest shall be in writing;
   2. The protest shall be filed and received no later than 4:00 p.m. on the third business day after the deadline for submittal of the bids;
   3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
   4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
   5. All factual contentions must be supported by competent, admissible and credible evidence.

   The procedures and time limits set forth in this section for bid protests are strictly construed and are bidder’s sole and exclusive remedy in the event of a bid protest. Bidder’s failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

   A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own bid protest.

   Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.
16. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

17. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

18. **Compliance with District’s LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM.** All bidders must meet the minimum 50% use of Local Businesses that is required as part of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program. See the District’s website for further information.

19. The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

20. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible Bidder(s) based on the rates only as shown in the completed Bid Form attached hereto.

21. All work must be completed within the Term of the Contract.

END OF DOCUMENT
EXHIBIT “A”

BID FORM

To: Governing Board of Oakland Unified School District (“District” or “Owner”)

From: ________________________________

(Proper Name of Bidder)

The undersigned declares that the Bid Documents including, without limitation, the Invitation to Bid and the Instructions to Bidders have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Bid Documents of Project No. 19116:

Project: Flooring Routine Repair and MAINTENANCE SERVICES

(“Project” or “Contract”), and will accept payment in full for that Work during the entire term of the Contract at the following rates, hours, and price/unit, as applicable, all taxes included:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Certified Technician - Normal Hours</td>
<td>$_________/ hr</td>
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<tr>
<td>Certified Technician - Overtime Hours</td>
<td>$_________/ hr</td>
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<tr>
<td>Certified Technician - Emergency Call Out</td>
<td>$_________/ hr</td>
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<tr>
<td>Certified Technician - Holiday Hours</td>
<td>$_________/ hr</td>
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<td>Helper Technician - Normal Hours (if necessary)</td>
<td>$_________/ hr</td>
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<tr>
<td>Helper - Overtime Hours (if necessary)</td>
<td>$_________/ hr</td>
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<td>Helper - Emergency Call Out (if necessary)</td>
<td>$_________/ hr</td>
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<td>Helper - Holiday Hours (if necessary)</td>
<td>$_________/ hr</td>
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<td>Other (define):</td>
<td>$_________/ hr</td>
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<td>Guaranteed Turnaround Time</td>
<td>________ □ Days □ Hours</td>
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<td>Bidder’s Mark-Up for Services</td>
<td>________%</td>
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<tr>
<td>Item</td>
<td>Description</td>
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<tr>
<td>1</td>
<td>Furnish and install: Armstrong standard grade VCT 12” x 12” floor tiles</td>
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<tr>
<td>2</td>
<td>Furnish and install: Armstrong standard grade VCT 12” x 12” floor tiles including new plywood underlayment</td>
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<tr>
<td>3</td>
<td>Furnish and install: Patcraft standard grade carpet tiles</td>
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<tr>
<td>4</td>
<td>Furnish and install: Mannington Multiflec sheet vinyl with 4” cove</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install: heat weld seams</td>
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<tr>
<td>6</td>
<td>Furnish and install: Patcraft Techno glue down carpet</td>
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<td>7</td>
<td>Furnish and install: Forbo Traction step vinyl with 6” cove</td>
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<tr>
<td>8</td>
<td>Furnish and install: 4” burke brand rubber cove base</td>
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<td>9</td>
<td>Furnish only: 1 box of 45 sq. ft. Armstrong standard grade 12” x 12” VCT floor tile</td>
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<tr>
<td>10</td>
<td>Furnish only: 1 box of 100 lin. ft. Burke brand rubber cove base</td>
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<tr>
<td>11</td>
<td>Furnish only: VCT Taylor 2023 clear thin spread VCT adhesive, 4 gal.</td>
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<td>12</td>
<td>Furnish only: cove base adhesive, 12 oz. tube, 24/case</td>
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<td>13</td>
<td>Furnish only: Burke standard smooth surface sq. edge 5’ stair tread, 1 each plus adhesives</td>
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<tr>
<td>14</td>
<td>Furnish only: Interface entry level walk off tiles</td>
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<tr>
<td>15</td>
<td>Provide removal and disposal of carpet</td>
</tr>
<tr>
<td>16</td>
<td>Provide removal and disposal of VCT 12” x 12” floor tile</td>
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</tbody>
</table>

**TOTAL OF ALL ITEM COSTS:** $____________

*Note: The items/quantities listed in the above-table may not be exclusive of the District’s needs and other items/quantities may be requested by District as needed and agreed upon.*
The normal District business hours are 8:00 a.m. to 5:00 p.m. “After Hours” would be outside of that schedule. Please explain any exceptions to this you may have:

Define or attach your holiday schedule:

Please define your guaranteed response time(s), which may not exceed ________ (___) hours:

The undersigned declares that the Mark-Up for Services indicated includes all costs for general conditions, overhead and profit, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, all direct and indirect costs related to the Contract and to perform all Work for the Project. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. Receipt and acceptance of the following addenda are hereby acknowledged:

```
No. _____ Dated ________________  No. _____ Dated ________________
No. _____ Dated ________________  No. _____ Dated ________________
No. _____ Dated ________________  No. _____ Dated ________________
```
4. The undersigned 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.

5. The liquidated damages clause of the Contract Documents, if any, is hereby acknowledged.

6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. **License.**
   - Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
   - Bidder 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District’s designee and/or the California Department of Industrial Relations.

10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications,
and statements made by Bidder, 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 Bidder _____________________________________________

Type of Organization _________________________________________

Signed by _________________________________________________

Title of Signer ______________________________________________

Address of Bidder ____________________________________________

DIR Registration No. of Bidder __________________________________

Taxpayer's Identification No. of Bidder ____________________________

Telephone Number ____________________________________________

Fax Number __________________________________________________

E-mail _______________________________________ Web page __________________

Contractor's License No(s): No.: ______ Class: _______ Expiration Date: _______

No.: ______ Class: _______ Expiration Date: _______

No.: ______ Class: _______ Expiration Date: _______

If Bidder is a corporation, provide the following:

Name of Corporation: _________________________________________

President: ___________________________________________________

Secretary: ___________________________________________________

Treasurer: ___________________________________________________

Manager: ___________________________________________________
**LOCAL BUSINESS PARTICIPATION WORKSHEET**

**PRIME:**

**Bid Opening Date:**

**Project:**

**Time:**

**Project #:**

**Project Mgr:**

**Estimate:**

**Architect:**

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<th>Base Bid Dollar Amount</th>
<th>Total Dollar Amount of Work</th>
<th>LBE %</th>
<th>SLB%</th>
<th>SLBR%</th>
<th>City of Oakland Certification No.</th>
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**APPROVAL - LBU Compliance Officer**

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening
LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

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<tr>
<th>PRIME:</th>
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<tbody>
<tr>
<td>Project:</td>
<td>Time:</td>
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<tr>
<td>Project #:</td>
<td>Project Mgr:</td>
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<tr>
<td>Estimate:</td>
<td>Architect:</td>
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<tr>
<th>Trucking Base Bid</th>
<th>Total Dollar Amount of Work</th>
<th>LBE %</th>
<th>SLB%</th>
<th>SLBR%</th>
<th>City of Oakland Certification No.</th>
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**TOTAL PARTICIPATION** | $0.00 | 0.0% | 0.0% | 0.0% | 0.0%

Note: Please complete dollar amounts for sub and prime work; local business percentages; base bid

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening