

Pittsburg Unified School District  
Maintenance and Operations Department  
3200 Loveridge Road  
Pittsburg, Ca 94565



**REQUEST FOR PROPOSALS FOR COMPREHENSIVE ASSESSMENT OF HEATING,  
VENTILATION AND AIR CONDITIONING SYSTEMS  
MULTIPLE DISTRICT SITES  
RFQ/RFP # 2021-HVAC 1000003622**

**August 31, 2021**

The Pittsburg Unified School District (“**District**”) is requesting submission of statements of qualifications and proposals (collectively a “**Proposal**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to provide an assessment of existing heating, ventilation and air conditioning systems at identified District Sites. The assessment shall comply with the School Energy Efficiency Stimulus Program-Assembly Bill 841.

This request is not a formal request for bids nor an offer by the District to contract with any firm responding to this Request for Statement of Qualifications and Proposals (“**RFQ/P**”). The District may select one or more Firm(s), subject to the District’s Board’s approval, to provide the requested services.

Interested Firms are invited to submit a Proposal. **All Responses must be uploaded directly to the online bidding plan room at check website Business Service Section**

**Matthew Belasco**  
**Director of Maintenance, Operations, and**  
**Transportation Department**  
**Pittsburg Unified School District**  
**3200 Loveridge Road**  
**Pittsburg, CA 94565**

**All Proposals must be received on or before October 28, 2021, no later than 2:15 p.m.**

Late responses will **not** be accepted. Proposals will be opened immediately after they are due.

The District reserves the right to amend this RFQ/P as necessary. All materials submitted to the District in response to this RFQ/P shall remain the property of the District. The District shall not be responsible for the costs of preparing any response to this RFQ/P. Proposals submitted after the deadline set forth above will **not** be accepted.

Thank you for your interest in working with the Pittsburg Unified School District.

1. **General Information.**

- 1.1. The District is seeking Proposals from Firms to conduct a comprehensive review and assessment of existing heating, ventilation and air conditioning (“HVAC”) systems at the school sites listed in **Attachment “1” (“Sites”)**. The requested services are identified in **Attachment “2” (“Services”)**.
- 1.2. The District intends to seek funding or reimbursement for the Services from the California Energy Commission pursuant to the School Reopening Ventilation and Energy Efficiency Verification and Repair Program (“**Program**”). Accordingly, Firms must be familiar with the requirements of the Program and should possess the appropriate licensing and experience required to perform the Services in accordance with the Program.
- 1.3. Firms must have extensive experience with the Associated Air Balance Council, the National Environmental Balancing Bureau, and/or the Testing, Adjusting and Balancing Bureau, School Energy Efficiency Stimulus Program, the Office of Public School Construction (“OPSC”), the Uniform Building Code (“UBC”), Title 24 of the California Code of Regulations, the Division of the State Architect (“DSA”) and in the construction of public school facilities.

1. **RFQ/REP Schedule.** The District intends to follow the schedule set forth below for the review and selection process.

EVENT	TIME, DATE
Pre-Proposal Meeting	
Deadline for Written Questions Regarding RFQ/P	1 Week before bids close
Deadline District’s Response to Written Questions Timely Submitted	3 Days Prior
Proposals Due	2:30pm
Interviews	
Selection of Firm	

**Note: The above dates and times are subject to change at the discretion of the District.**

- 2. **Written Questions.** Questions regarding this RFQ/P must be received in writing and directed to Matthew Belasco at Maintenance, Operations, and Transportation Department [mbelasco@pittsburgusd.net](mailto:mbelasco@pittsburgusd.net) on or before 2021. The District may respond to questions presented via addenda to this RFQ/P.
- 3. **Scope of Services.**
  - 3.1. Firm must submit a Proposal identifying the ability and qualifications to perform the Services identified in **Attachment “2.”**
- 4. **Restrictions on Lobbying and Contact with District.** From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process or the award of the contract with the District’s Governing Board, selection committee members, or any member of the Citizen’s Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Firms are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District’s Governing Board during a public meeting. Any violation of this provision shall

be grounds for disqualification.

5. **Conflict of Interest.** By submitting a Proposal, Firm warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of the Services under any contract awarded pursuant to this RFQ/P. Firm further covenants that it will not knowingly employ any person having such an interest in the performance of any contract awarded pursuant to this RFQ/P. Violation of this provision may result in any contract awarded being deemed void and unenforceable.
6. **Firm's Proposal.** Firm's Proposal must be consecutively numbered on each page and must include the following information, using the outline structure below, except as may be otherwise directed. Firm's Proposal shall **be no longer than twenty (20) pages, 8½" x 11" paper**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.
  - 6.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its subconsultants, and what will make the Firm a good fit for work in the District.
  - 6.2. **Table of Contents.** A table of contents of the material contained in the Proposal.
  - 6.3. **Statement of Services & Schedule.** Prepare a comprehensive Statement of Services for which Firm is submitting its Response, and demonstrates Firm's understanding of the Services and work required for the Project. This approach should include a schedule and list of all anticipated tasks required for the completion of the scope.
  - 6.4. **Firm Information** - Provide a comprehensive description of the Services offered by Firm. The description should include the following:
    - 6.4.1. A brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
    - 6.4.2. Resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members and information on recent and successful associations with designated sub-consultants.
    - 6.4.3. A statement of Firm's financial resources and insurance coverage. Include a certification of correctness or other documentation demonstrating the Firm's financial resources and stability.
    - 6.4.4. A statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
    - 6.4.5. Letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than three (3).
    - 6.4.6. Provide a statement that Firm's Proposal shall remain valid for a period of not less than one-hundred eighty (180) days from the due date of the Proposal.
    - 6.4.7. Identify any information contained in the Proposal which Firm deems to be, and establishes as, confidential or proprietary and wants to be withheld pursuant to the California Public Records Act or the US Freedom of Information Act.

**6.5. Prior Relevant Experience.**

- 6.5.1. Describe Firm's experience in analyzing HVAC systems to verify proper and efficient operation in accordance with OSHA and California Energy Commission requirements.
- 6.5.2. Describe Firm's experience with identifying cost-effective energy efficiency upgrades or repairs.
- 6.5.3. Describe Firm's ability to provide Qualified Testing Personnel to prepare an assessment for each Site.
- 6.5.4. Attach an example of an assessment report previously prepared by Firm that would be comparable to the Services requested herein.
- 6.5.5. Describe Firm's plan to ensure Firm meets the schedule set forth by the District for performance of the Services.
- 6.5.6. Identify up to five (5) California public K-12 projects performed by Firm, which included an assessment and development of options for adding air conditioning to existing facilities. Please include the following information for each project:
  - 6.5.6.1. Name of district
  - 6.5.6.2. Scope of projects, description of services provided, and
  - 6.5.6.3. Firm person in charge of each project.

6.6. **Litigation.** All litigation arising from the project, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome. This includes any litigation between a contractor and a school district in which Firm was or was not named.

6.7. **Additional Data.** Provide additional information about the Firm as it may relate to Firm's Proposal. This can include letters of reference or testimonials.

6.8. **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Project, or the District that may have a potential to conflict with Firm's ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the Project to which the Firm may provide Services.

**6.9. Compensation/ Fee Schedule.**

- 6.9.1. Provide a current fee schedule for the types of service(s) that Firm offers. If referencing basic services costs, include typical staffing expectations and variations that the District could expect for specific types of projects, if applicable.
- 6.9.2. Provide detailed information on Firm's billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services. Provide example of the level of detail or substantiation of billing typically provided by Firm.
- 6.9.3. Firms are encouraged to provide pricing options for the District's consideration since the level of Services and staffing will vary over the course of providing Services and the District may need to utilize varied pricing structures accordingly, including hourly, task-based, and lump sum.

6.10. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.

6.11. **COVID-19.** The selected Firm will be responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to performance of the Services in connection with COVID-19, and/or any similar virus or derivative strain. Firm

will be required to ensure it has supervisor employees that are trained and knowledgeable regarding these requirements to ensure full compliance on the Site(s) and in performing Services. These costs, if any, must be included in the Proposal and will not be considered "Extra Services." Firm must confirm its acknowledgement of this requirement in its Proposal.

- 6.12. **Addenda Acknowledgement.** Firm must include an acknowledgment of addenda in its Proposal in a form that substantially complies with the following:

Receipt and acceptance of the following addenda is hereby acknowledged:

No. , Dated _____	No. , Dated _____
No. , Dated _____	No. , Dated _____
No. , Dated _____	No. , Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

- 6.13. **Agreement Form.** If Firm has any comments or objections to the Agreement, it shall provide those comments or objects in its Proposal. The Agreement specifies the Services generally, but the District reserves the right to adjust the Agreement and the Services as necessary prior to execution. Any Firm that mandates the use of Firm's standard services contract, rather than utilizing the District's standard contract will result in that Firm's Proposal being judged non-responsive and the Proposal will be rejected.

**PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Firm's Proposal is due. Firm's Proposal must include one of the following statements:**

"[INSERT FIRM'S NAME] ("Firm") received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as Attachment 1 to the RFQ/P. Firm has reviewed the Agreement, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Agreement. If selected to contract with the District, Firm has no objections to the use of the Agreement, without revisions. By virtue of submission of its Proposal, Firm declares that all information is true and correct."

**OR**

"[INSERT FIRM'S NAME] ("Firm") received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as Attachment 1 to the RFQ/P. Firm has reviewed the Agreement, including but not limited to, the indemnity provisions and professional insurance provisions contained in the Agreement. If selected to contract with the District, Firm has the following objections to the use of the Agreement: [FIRM TO INSERT ALL OBJECTIONS]. By virtue of submission of its Proposal, Firm declares that all information is true and correct."

**8. District's Evaluation / Selection Process**

- 8.1. **District Investigations.** The District may perform investigations of proposing Firms that extend beyond contacting the references identified in a Firm's Proposal. The District intends to select one of the Firms—but reserves the right to select more than one Firm—that best meet(s) the District's needs to perform the Services as described in this RFQ/P. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval ("Successful Firm"). The Successful Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services.
- 8.2. The District will evaluate qualifications based on the scoring criteria outlined in this Section. The District will be the sole evaluator of Firm's qualifications.

Selection Criteria	Relative Weight (%)
Proposed Statement of Services	15
Schedule	20
Firm Information / Relevant Experience	20
Cost	25

9. **Final Determination and Award.** The District reserves the right to contract with any entity responding to this RFQ/P, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Proposals from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFQ/P.

10. **Protests.** Any protest regarding this RFQ/P must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3<sup>rd</sup>)** business day following the date of notification by the District that a firm has been selected following the evaluation / selection process.

10.1. The protest must contain a complete statement of any and all bases for the protest.

10.2. The protest must refer to the specific portions of any documents that form the bases for the protest.

10.3. The protest must include the name, address and telephone number of the person representing the protesting party.

10.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.5. The procedure and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

**11. Terms and Conditions.**

11.1. The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the above-described Services, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever.

11.2. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.

11.3. Responses to this RFQ/P 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 "Confidential," "Proprietary," or "Trade Secret," 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.

- 11.4. Issuance of this RFQ/P does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.
- 11.5. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 11.6. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFQ/P by means of addenda.

**Attachment "1"**  
**List of District Sites included in Services**

The Pittsburg Unified School District (PUSD) covers the city of Pittsburg-



<b>Elementary</b>	<b># of rooms</b>	<b>Middle</b>	<b># of rooms</b>	<b>High</b>	<b># of rooms</b>		<b># of rooms</b>
Foothill		Hillview HS		Pittsburg High			
Heights		MLKJrHS		Black Diamond			
Highlands		Rancho Medanos				Admin Bldg	
Los Medanos				Adult Education		SSSC Bldg	
Marina Vista							
Parkside							
Stoneman							
Willow Cove							



**Attachment "2"**  
**Scope of Services**

The consultant shall prepare a report of the existing heating and ventilation systems and their current condition and propose options to achieve the District's thermal comfort and air quality goals. The assessment shall include a review of the existing temperature control system and capacity of the electrical service. All classroom and other spaces at the following sites shall be assessed including those in portable buildings.

<b>Elementary</b>	<b># of rooms</b>	<b>Middle</b>	<b># of rooms</b>	<b>High</b>	<b># of rooms</b>		<b># of rooms</b>
Foothill	36			Pittsburg HS	200	Admin Bldg	34
Heights	39	Hillview	60	Black Diamond	38		
Highlands	34	MLKJr	58			SSSC Bldg	40
Los Medanos	41	Rancho Medanos	74	Adult Education	32	M & O	10
Marina Vista	40						
Stoneman	40						
Willow Cove	40						

Activities to include:

1. Kick-off Meeting: Upon receipt of a written Notice to Proceed consultant shall conduct a kick-off meeting with the District to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task, milestones, and schedule for progress meetings.
2. Site Walks/Existing System Analysis: The Consultant shall conduct a thorough assessment of the existing heating and ventilation system for the purpose of identifying the existing system type and recommending solutions for improving air quality and thermal comfort throughout the campuses. The district has a variety of systems including boiler systems, HVAC package units and heating/ventilation systems. The HVAC study should identify the system at each school and include an assessment of the follow attributes.
  - Serial Number, Model, Manufacture, Type(heat pump, RPV, etc electrical E208 3 phase)
  - Age and Condition of the unit
  - Capacity of the unit (size)
  - Filter and size i.e.: 24 x 20 x 2 Merv 8
  - The controls currently installed with the unit (i.e. CO2 sensors, EMS system)
  - Air changes per hour (i.e. 6 changes)
  - Number of spaces per unit (i.e. multi-zoned or single zoned) and location of service

-

The analysis matrix listed above should be discussed and a prioritization process established. Additional suggestion for short term solutions should be presented to improve thermal comfort and air quality at school sites, if available within the existing system. Options can include upgrades to controls, that provide thermal relief and improve air quality .

- 2.1. The options shall be reviewed with the District
  - 2.2. A final recommended solution for each site will be identified
3. Final Document: The Recommendations Report findings will be written in a draft report and submitted to the Director of Maintenance, Operations, and Transportation in an electronic form (Microsoft Word and Excel). Report to include the preferred solution for each site and the Rough Order of Magnitude cost estimate including the cost of installing/modifying the system and any architectural/structural, site, or electrical changes required.
- 3.1. The Consultant shall incorporate the comments into the final Report after District Review. One hard copy and one electronic copy of the final report shall be given to the Director of Maintenance, Operations, and Transportation.
  - 3.2. A final summary presentation will be created for use at the Facilities Sub Committee, Citizen Bond Oversight Committee (CBOC) and Board.

**Additional Services**

Consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task in the Consultant's Fee Schedule

**Attachment "3"**  
**Form of Contract**

PITTSBURG UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

SERVICES

This Independent Contractor "Agreement" is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020, between the Pittsburg Unified School District ("District") and \_\_\_\_\_ ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work");
- 2. **Term.** Contractor shall commence providing services under this Agreement on \_\_\_\_\_, 2020, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on \_\_\_\_\_, 2020. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

- 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:

<input checked="" type="checkbox"/>	This Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certificate
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form (Required Annually)

- 4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \*\*\*

Dollars (\$ \_\_\_\_\_). District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Work shall be made 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. **Expenses.** No expenses shall be allowable without the prior written approval of the District.

- 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. **Materials.** 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, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **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.
10. **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.
11. **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.
12. **Termination.**
  - 12.1. **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.
  - 12.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 12.3.1. material violation of this Agreement by the Contractor; or
    - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
    - 12.3.3. 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 exceed the cost of providing the service 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.

- 12.4 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.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, 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, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

- 14.1. 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.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, 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.

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

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

14.2. **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:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured's 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.
- 14.2.4. All policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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

16. **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.

17. **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.
18. **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.
19. **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.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore 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).
21. **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 and the Criminal Background Investigation Certification that may be required with this Agreement, 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.
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. **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.



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

**District**

Pittsburg Unified School District  
Attn: Business Services Department  
2000 Railroad Avenue  
Pittsburg, CA 94565

**Contractor**

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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.

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

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

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

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

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

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

**Pittsburg Unified School District**

(Contractor)

Date: \_\_\_\_\_, 20 20

Date: \_\_\_\_\_, 20 20

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: James Larry Scott

Print: \_\_\_\_\_

Title: Director of Facilities and  
Management

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Information regarding Contractor:**

Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EIN or SSN**

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, 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.)