



REQUEST FOR BIDS (RFB)

for

CUSTODIAL SUPPLIES AND DELIVERY SERVICES

for the

HAYWARD AREA RECREATION AND PARK DISTRICT

Bid Deadline: January 23, 2026

Location: Hayward Area Recreation and Park District, 1099 "E" Street, Hayward, CA 94541

Attn: CJ Costanzo, Parks Business Manager

Email: cosc@haywardrec.org | **Phone:** (510) 881-6724

I. STATEMENT OF WORK

Intent

The Hayward Area Recreation and Park District (“District” or “H.A.R.D.”) is soliciting sealed bids from qualified vendors to provide custodial supplies and delivery services for multiple District sites. The District intends to award a two-year agreement with options to renew for three additional one-year terms to the lowest responsive and responsible bidder.

Background

H.A.R.D. serves over 309,000 residents across a 100-square-mile area, operating more than 120 facilities and parks. The District requires a reliable vendor to supply consumable custodial products that ensure safe, clean, and sustainable operations at all District facilities.

Scope of Work

The successful bidder (“Vendor”) shall supply, deliver, and support the District’s custodial needs, including but not limited to the following:

1. **Custodial Supplies** – Provide consumables such as toilet tissue, paper towels, trash liners, cleaning chemicals, dispensers, and related custodial products that meet District standards for quality, safety, and sustainability.
2. **Delivery Services** – Deliver directly to multiple District sites within one (1) to three (3) business days of order placement. Provide same-day or emergency delivery within four (4) hours when requested by authorized District staff.
3. **Emergency Response** – Maintain 24-hour contact availability for emergency orders, including weekends and holidays, with the ability to mobilize deliveries within four (4) hours of notification.
4. **Returns and Replacements** – Accept returns of unopened or defective items within thirty (30) days at no additional charge to the District.
5. **Packaging and Labeling** – All products must be delivered in original manufacturer packaging with clear labeling, expiration dates (where applicable), and Safety Data Sheets (SDS) provided for all chemical products.

6. **Dispensers and Installation** – The Vendor shall provide, at no additional cost to the District, any dispensers required for the use of the products supplied under this contract, including paper towel, toilet tissue, soap, and sanitizer dispensers.
 - Installation of any new dispensers shall be performed free of charge by the Vendor within thirty (30) days of the contract start date or upon written request by the District.
 - Replacement of damaged or defective dispensers, when resulting from product failure or normal wear, shall also be provided at no cost to the District.
 - All dispenser installations must be coordinated with District facility staff to ensure proper placement and compliance with ADA and safety standards.
7. **Usage Reporting** – Provide monthly and annual usage reports by site, showing item, quantity, cost, and recycled content percentage. Reports shall support the District’s compliance with SB 1383 sustainable procurement requirements.
8. **Online Ordering Platform** – Maintain a secure, web-based portal for District use, including features for site-specific ordering, approval workflows, order history, and spend tracking by budget code.
9. **Training and Staff Development** –
The Vendor shall provide comprehensive training for H.A.R.D. employees that includes, but is not limited to:
 - **Safety Data Sheet (SDS) Training:** Proper understanding and handling of chemical safety information, including product hazards and required PPE.
 - **Custodial Practices:** Proper cleaning, disinfection, and sanitation techniques aligned with OSHA and Cal/OSHA safety standards.
 - **New Equipment and Chemical Orientation:** On-site or virtual demonstrations when new products, tools, or dispensing systems are introduced under this contract.
 - **Refresher Training:** Annual or as-needed follow-up sessions to reinforce safe and effective custodial practices.
10. **Sustainability and Compliance** – All products must meet California recycled-content and compostable standards. The Vendor must provide documentation supporting SB 1383 recordkeeping and product certifications.

II. BIDDER QUALIFICATIONS

To be considered for award, bidders must meet all of the following requirements:

1. Requirements

- A. **Experience** – Have been regularly and continuously engaged in supplying custodial and janitorial products to public agencies for a minimum of five (5) years.
- B. **Licensing and Business Compliance** – Possess all permits, licenses, and professional credentials necessary to perform the services described in this Request for Bid.
- C. **Delivery Capacity** – Demonstrate the ability to complete standard deliveries within 1–3 business days and provide same-day or emergency delivery within four (4) hours when required.
- D. **Customer Service and Support** – Maintain a live customer-service contact during regular business hours and for emergency response after hours, weekends, and holidays.
- E. **Online Ordering System** – Provide a secure, web-based ordering platform accessible to authorized District staff with approval workflows and budget-tracking capabilities.
- F. **Reporting and Sustainability** – Be capable of producing monthly and annual usage and sustainability reports consistent with SB 1383 requirements, including recycled-content verification.
- G. **Training Capability** – Demonstrate the capacity and expertise to train District staff in proper custodial practices, chemical handling, and Safety Data Sheet (SDS) compliance.
- H. **References** – Provide at least three (3) current or recent references (within the past two years) from public-sector or comparable large institutional clients.

2. Highly Desirable

- A. **Emergency Supply Commitment**-It is highly desirable that the bidder provide written confirmation of their commitment to prioritize the District during emergencies or supply chain disruptions. This includes:

1. Granting the District a first right of purchase for essential items such as N95 respirators, nitrile gloves, hand sanitizer, disinfectant products, or other materials deemed necessary for staff and public safety. Products and supplies needed for emergency shelters, including toilet paper, paper towels, hand soap, and similar essential items.
2. Maintaining a reliable supply chain and documented procedures to ensure timely allocation of such products to the District when normal market availability is limited.
3. Providing a written statement outlining how emergency allocations and communications will be handled under such conditions.

III. TENTATIVE SCHEDULE

The RFB timeline should assume the following dates:

EVENT / LOCATION	DATE
Request Issued	December 5, 2025
Written Questions Due	December 22, 2025 2:00 p.m.
Addendum Issued (if necessary)	January 9, 2025
Bidders Response Due	January 23, 2026 2:00 p.m.
Contract Award Date	February 2, 2026
Services to Commence	February 2, 2026

IV. INSTRUCTIONS TO BIDDERS

1. Contact for Questions:

All questions must be submitted in writing to **CJ Costanzo, Parks Business Manager**, at **cosc@haywardrec.org** no later than the deadline stated in the Tentative Schedule.

2. Bid Submission:

Bids must be received in a sealed envelope clearly marked:

“SEALED BID – CUSTODIAL SUPPLIES AND DELIVERY SERVICES – DO NOT OPEN WITH REGULAR MAIL.”

Deliver to:
1099 “E” Street, Hayward, CA 94541,
 Attn: CJ Costanzo.

Electronic or faxed submissions will not be accepted. Late or unsealed bids will be disqualified.

3. Bid Content

Bidders must include the following:

- Bid Form (signed)
- Company Qualifications and References
- Schedule of Prices (Exhibit B1)
- Rate / Discount Proposal (Exhibit B2)
- W-9 Form
- Proof of Insurance
- Local Vendor Affidavit (if applicable)
- Acknowledgment of Addenda (Exhibit C)

4. Evaluation and Award

Bids will be evaluated for responsiveness to all required specifications, documentation, and qualifications. The District will award the contract to the lowest responsive and responsible bidder whose bid best meets the District's needs, as determined by overall compliance and value.

In addition to required criteria, the District may give preference to bidders who meet highly desirable qualifications, such as demonstrated emergency supply commitments, training capabilities, sustainability practices, or other factors that provide added benefit to District operations.

V. TERM AND RENEWAL

The initial term of the agreement shall be two (2) years, with up to three (3) one-year extensions at the sole discretion of the District.

VI. INSURANCE REQUIREMENTS

Vendors shall maintain insurance coverage at all times during the term of the agreement, including:

- Commercial General Liability: \$2,000,000 per occurrence
- Automobile Liability: \$1,000,000 per occurrence
- Workers' Compensation / Employer's Liability: statutory + \$1,000,000 per occurrence

All policies must name the Hayward Area Recreation and Park District as *Additional Insured* and provide at least 30 days' notice of cancellation.

Certificates of Insurance must be submitted to the District prior to contract award and maintained in full force throughout the duration of the agreement.

VII. AGREEMENT

The successful bidder will be required to execute the District's Custodial Supplies and Delivery Services Agreement, modeled after the District's standard contract form (Exhibit D).

E. INVOICING

1. The District will use best efforts to make payment within thirty (30) days following receipt and review of a complete and correct invoice and upon satisfactory delivery of goods/services.
2. The District shall notify the Vendor of any adjustments required to an invoice.
3. Each invoice shall include: the District Purchase Order (PO) number; unique invoice number and date; remit-to address; name of authorized District requester; delivery location(s); itemized descriptions and quantities; unit prices and extended totals; applicable taxes; and any approved credits. The invoice should align with the pricing format in **Exhibit B1 – Cost Proposal Form**.
4. The Vendor shall utilize the District's standardized invoice format upon request.
5. Payments will be issued net 30, and invoices must be received from, the same Vendor whose legal name appears on the PO.
6. Invoices shall be submitted in PDF format via email to:
Parks Payables: parkspayable@haywardrec.org
Custodial Supervisor (Carrie Reginald): regc@haywardrec.org

VI. INSTRUCTIONS TO BIDDERS

A. DISTRICT CONTACTS

The Hayward Area Recreation and Park District (“District”) is managing the competitive process for this service.

All contacts, including but not limited to questions regarding these specifications, terms, and conditions must be submitted in writing via email by the deadline stated in the Tentative Schedule to:

CJ Costanzo, Parks Business Manager
Hayward Area Recreation and Park District
cosc@haywardrec.org
(510) 881-6724

B. SUBMITTAL OF BIDS

1. The Bid must be received by the date and time listed in the Tentative Schedule at:
Hayward Area Recreation and Park District
1099 “E” Street
Hayward, California 94541
ATTN: Parks Business Manager
2. Said bid shall be clearly marked on the envelope containing the sealed bid with the bid opening date and time:
SEALED BID – CUSTODIAL SUPPLIES AND DELIVERY SERVICES
DO NOT OPEN WITH REGULAR MAIL
3. No email (electronic) or facsimile bids will be accepted.
4. Bid responses must be straightforward, clear, concise, and specific to the information requested.
5. For bids to be considered complete, bidders must provide responses to all required information and include Exhibits B1, B2, and C as specified.

Contract will be awarded to the Vendor who demonstrates overall compliance and value.

LIST OF EXHIBITS

Exhibit "A" – Site List / Delivery Locations

Exhibit "B-1" – Cost Proposal Form

Exhibit "B-2" – Discount Proposal Form

Exhibit "B-3"- SB 1383 Product Certification Form

Exhibit "C" – Bid Response Packet

Exhibit "D" – Custodial Supplies Agreement

Exhibit A- Site List / Delivery Locations

Delivery Sites:

HARD CORP YARD
1099 E Street
Hayward CA, 94541



Exhibit A- Site List / Delivery Locations

HARD CORP YARD STORAGE
1099 E Street
Hayward CA, 94541



Exhibit A- Site List / Delivery Locations

OLIVER SPORTS PARK
2580 Eden Park Pl
Hayward, CA 94545

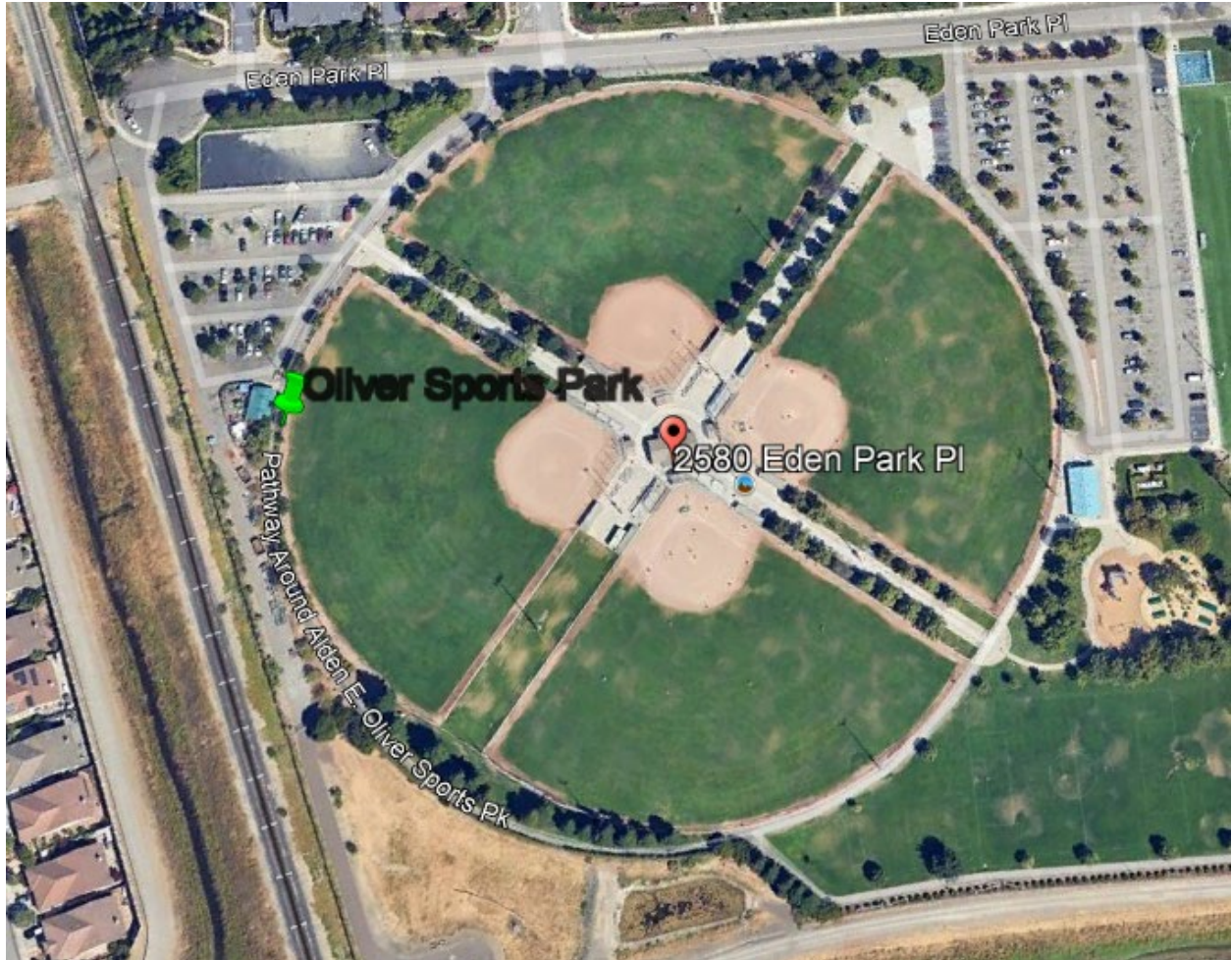


Exhibit A- Site List / Delivery Locations

KENNEDY PARK
19501 Hesperian Blvd
Hayward, CA 94541



Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
CARPET SPOT REMOVER AEROSOL 8oz cans	24				
Bleach 1 gal	135				
Glass cleaner 1 gal	30				
Neutral cleaner 1 gal	105				
Non-acid bathroom disinfectant 1 gal	72				
Liquid hand soap (for restroom sink pumps) 1gal	40				
Foam soap cartridges 1.2L 4/cs	66				
Carpet shampoo (extraction formula) 1 gal	15				
Carpet shampoo (Bonnet formula) 1 gal	20				
Oven cleaner 1-quart bottles	24				
Chrome polish 1 qt	24				
Toilet bowl mineral / scale remover 1 qt	36				
Scratch-free, scouring cleaning powder with bleach 21oz cans	48				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
Floor finish (wax) 5gal	6				
Floor restorer (diluted wax product for daily buffing maintenance) 1 gal	30				
Floor Stripper 5 gal	8				
Gum remover 6.5oz	12				
Graffiti remover 1 qt	60				
Baseboard stripper 23 oz can	12				
Defoamer 1 gal	12				
Hand sanitizer 2L	24				
Scented urinal screens with enzymatic technology	200				
Enzyme digester cleaner 1 qt	48				
60-day hydrogen fuel cell Room deodorizer	120				
30-day metered room freshener 7oz can	24				
1 ply bath tissue 500 sheets	96,000				
Restroom floor and surface nonacid disinfectant cleaner 1.5 L	500				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
Roll towels 8in x 600 ft = 2400sq ft	1000				
Half fold toilet seat covers	180,000				
Liquid lotion soap 1 gallon	48				
Manual lotion foam hand soap 1250 ml	440				
Urinal Deodorizer	1350				
Pine general purpose cleaner 1 gal	144				
Heavy duty cloths	12,800				
Hard roll paper towels for dispensers 600', 1.75 core.	915				
Toilet paper, 2-ply 550	2000				
Coreless Jumbo Roll Toilet Paper 1150' 2ply	1056				
Seat covers	200,000				
40x48 clear coreless roll bags 1.5 mil	10,500				
24x32 black coreless roll bags .60 mil	250,000				
40x46 black coreless roll bags 1.2 mil	12,700				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
Feminine wax bags	1500				
32 oz Spray bottles	50				
Spray bottle nozzle (trigger spray) 32oz	150				
Vacuum bags for upright vacuums	40				
Vacuum bags for backpack vacuums	60				
Upright vacuum (unit)	5				
Backpack vacuum (unit)	2				
Upright vacuum belts	100				
Mop handle, 60" gripper clamp style	20				
Mop head for waxing floors	12				
Utility pole with metal universal screw (threaded end) for cleaning attachments.	20				
Doodle bug-style scrub pad holder attachment	10				
Doodle bug-style scrub pad assortments (black, brown, pink, white)	100				
20" Buffer machine pad assortments (Black, brown, red, pink, white)	30				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
21" Bonnet mop for buffer machines	50				
Blue round duster head for extension poles	30				
Restaurant style dust pans	10				
60" janitor corn broom w/ 42" corn width.	40				
Soft toilet brush (acrylic yarn) with plastic handle	30				
Hard bristle toilet brush	20				
Corn broom	20				
Toilet seat cover dispenser	36				
Car/Truck Wash 55-gal drum	2				
Cleaning toothbrush (soft bristle)	40				
Cleaning toothbrush (wire bristle)	20				
Commercial applicator 3-gal pump-up compression sprayer	5				
14" COMBO SQUEEGEE/WASHER attachment	20				
1 1/2" putty knife	24				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
Steel wool Scrubbers	200				
Janitorial sink hose 3ft-6ft	10				
50ft expandible water hose	20				
34-oz capacity, lavatory-mounted soap dispenser with 4" spout mounts through counter tops	5				
Manual foam soap dispenser black 1250 ml	30				
Extension poles with threaded tip for attachments. (8', 12', 18') assortments	20				
Microfiber duster wand. 33" to 45" extendable handle	24				
Squeegee set and replacement rubber parts.	15				
1-cup plastic measuring cups	10				
Aluminum foil rolls	30				
35Q mop bucket / wringer combo	5				
10Q Utility buckets	10				
28 Q trash cans	30				

Exhibit B-1

Item Description	Estimated usage (Annual)	Brand name	Unit Price (\$)	Extended Total (\$)	Recycle Content / Compostable Compliance Notes
23-Gal slim trash can	20				
35-Gal square trash can	5				
44- gal janitors round trash barrel with threads for wheelbase attachment	5				
Wheelbase attachment for 44" round janitorial barrel.	5				
44-gal Janitorial barrel skirt (to hold janitorial supplies)	5				
25" high easel-style Wet floor signs	15				
Disposable Urinal floor mat (to Absorb and deodorize urine spills)	90				
Disposable toilet floor mat (to Absorb and deodorize urine spills)	90				
Toilet plunger rubber, 20" wood handle	20				
Coreless jumbo roll TP dispenser. (smoke/black)	20				
Hard roll paper towels dispenser (smoke/ black) 1.75 core.	10				
Sticky duster sheet roll for dust mops. 6x8x125'	50				
Waxed liner for wall unit	7000				
Restroom disinfectant cleaner concentrate with water hose attachment (RTD). 1.5L	60				

Exhibit B-2 Discount Proposal Form

This form captures the bidder's proposed discount rate(s) for all products or items not specifically listed in Exhibit "B1" – Cost Proposal Form. The discount will apply to the bidder's published catalog or manufacturer's list pricing for the duration of the contract.

Product Category	Proposed Discount (% off List Price)	Notes / Exclusions (if any)
Cleaning Chemicals		
Paper Products		
Trash Liners		
Dispensers / Accessories		
Equipment and Tools		
Other (Specify)		
Other (Specify)		

Certification:

I hereby certify that the information provided above is accurate and that the proposed discounts will remain in effect for the duration of any contract awarded because of this solicitation.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Exhibit B-3 SB 1383 Product Certification Form

Product Description	Recycle Content (%)	Compostable Certification (Y/N)	Notes / Certification Reference

I hereby certify that the information provided above is true and accurate, and that all products supplied under this contract will comply with SB 1383 procurement requirements.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Exhibit C- Bid Response Packet

1. Bidder Information Sheet

Company Name	
Business Address	
City / State / ZIP	
Contact Person / Title	
Email Address	
Phone Number	
Business License Number	
Years in Business	

Exhibit C- Bid Response Packet

2. References

Provide at least three (3) organizations where similar custodial supply or delivery services have been provided within the past five years.

Organization _____
Contact Person _____
Title _____

Phone Number _____
Email Address _____
Years of Service _____

Organization _____
Contact Person _____
Phone Number _____

Title _____
Email Address _____
Years of Service _____

Organization _____
Contact Person _____
Title _____

Phone Number _____
Email Address _____
Years of Service _____

Exhibit C- Bid Response Packet

3. Acknowledgment of Addenda

The Bidder acknowledges receipt of the following Addenda to the Request for Bids (RFB):

Addendum No.	Date Received	Initials

Exhibit C- Bid Response Packet

4. Certification and Acknowledgment

I hereby certify that:

The bid submitted is genuine and not collusive or made in the interest of any undisclosed party.

All required forms and documentation outlined in the Request for Bids (RFB) have been reviewed, completed, and submitted.

The undersigned has read and agrees to the terms and conditions set forth in the RFB.

5. Signature Section

Authorized Representative Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

Exhibit D- Custodial Supplies Agreement

THIS CUSTODIAL SUPPLIES AND DELIVERY SERVICES AGREEMENT

("Agreement") is made and entered into on the ____ day of _____, 20, by and between the **Hayward Area Recreation and Park District**, a California special district (hereinafter the "**District**"), and _____, a _____ corporation (hereinafter the "**Vendor**"). District and Vendor shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District requires a reliable source of custodial supplies, dispensers, and related materials for District facilities; and **WHEREAS**, the District issued a Request for Bids ("RFB") for Custodial Supplies and Delivery Services in _____ 20____ and received bids from qualified vendors; and **WHEREAS**, the District selected Vendor as the lowest responsive and responsible bidder to furnish and deliver such items in accordance with the RFB; and **WHEREAS**, the RFB process used to select Vendor satisfies the competitive bidding requirements of the District's Purchasing Policy; **NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. TERM The term of this Agreement shall commence upon execution by both Parties and shall remain in effect for two (2) years, unless earlier terminated as provided herein. The District may, at its sole discretion, extend this Agreement for up to three (3) additional one-year periods, confirmed in writing by both Parties prior to the expiration of the current term.

2. SCOPE OF WORK (a) Vendor shall furnish and deliver custodial supplies, dispensers, and related materials to District facilities as specified in the RFB and the Vendor's bid submittal. All products shall meet the quality standards and performance requirements established by the District. (b) Vendor shall provide, at no additional cost to the District, any dispensers required for use with supplied products, including installation, maintenance, and replacement as needed. (c) Vendor shall ensure that all materials delivered are new, free from defect, and properly labeled in compliance with Safety Data Sheet (SDS) requirements and all applicable safety laws. (d) Upon request, Vendor shall train District employees on SDS compliance, custodial best practices, and the proper use of new equipment or chemicals introduced under this Agreement.

3. COMPENSATION (a) The District shall pay Vendor for items and services provided under this Agreement in accordance with the prices and discounts listed in Exhibit "B1" – Cost Proposal Form and Exhibit "B2" – Discount Proposal Form. (b) No additional charges shall be made for packaging, handling, freight, or fuel unless expressly approved in writing by the District. (c) Invoices shall include the purchase order number, description of items, unit prices, quantities, and the name of the authorized District requester. Payment will be made within thirty (30) days after approval of a complete invoice and satisfactory delivery of goods.

Exhibit D- Custodial Supplies Agreement

4. DELIVERY REQUIREMENTS (a) Vendor shall deliver supplies to District sites as requested, ensuring accuracy and timeliness. (b) Deliveries shall be made during regular District business hours unless otherwise approved. (c) Emergency deliveries shall be made within four (4) hours of notification when required by the District.

5. INSURANCE Vendor shall provide and maintain insurance coverage in accordance with the requirements set forth in the RFB, summarized as follows: (1) Commercial General Liability: \$2,000,000 per occurrence / \$4,000,000 aggregate, including products/completed operations and contractual liability. (2) Automobile Liability: \$1,000,000 per occurrence for owned, non-owned, and hired vehicles. (3) Workers' Compensation and Employer's Liability: Statutory coverage and \$1,000,000 per occurrence. (4) All policies shall be primary and non-contributory and shall name the Hayward Area Recreation and Park District, its Board of Directors, officers, agents, and employees as additional insureds. (5) Certificates of Insurance must be submitted prior to commencement of work and maintained throughout the term of this Agreement. Failure to maintain required coverage is grounds for termination.

6. INDEMNIFICATION Vendor shall indemnify, defend, and hold harmless the District, its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, or expenses (including attorneys' fees) arising out of or related to the performance of this Agreement by the Vendor or its employees, agents, or subcontractors, except to the extent caused by the District's sole negligence or willful misconduct. This indemnity obligation shall survive the termination or expiration of this Agreement.

7. TERMINATION (a) The District may terminate this Agreement for convenience by providing the Vendor with thirty (30) days' written notice. (b) Either Party may terminate for cause if the other Party fails to perform any material obligation and does not cure within fifteen (15) days after written notice. (c) The District may terminate at the end of any fiscal year if funds are not appropriated for continued performance. (d) Upon termination, Vendor shall cease all deliveries, remove any equipment or materials, and return District property in its original condition.

8. LICENSES AND QUALIFICATIONS Vendor represents that it is fully qualified and properly licensed to perform the work described herein and shall maintain all required licenses and permits throughout the term of this Agreement.

9. INDEPENDENT VENDOR STATUS Vendor and its officers, employees, and agents are independent contractors and not employees of the District. Vendor shall be solely responsible for all labor, supervision, materials, taxes, and compliance with laws related to its operations.

10. COMPLIANCE WITH LAWS Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to health, safety, and environmental standards. All chemicals and cleaning agents shall be properly labeled

Exhibit D- Custodial Supplies Agreement

and accompanied by current Safety Data Sheets.

11. GOVERNING LAW AND VENUE This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under this Agreement shall be filed in the Superior Court of Alameda County.

12. ENTIRE AGREEMENT This Agreement, together with all attached Exhibits, constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements. No modification shall be valid unless in writing and signed by both Parties.

13. COUNTERPARTS This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DISTRICT: Hayward Area Recreation and Park District

By: _____

Name: _____

Title: _____

Date: _____

VENDOR:

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Hayward Area Recreation and Park District, 1099 E Street, Hayward, CA 94541

Vendor Address: _____