



San Ramon Valley Unified School District

REQUEST FOR BID

RFB # 642

For

Elevator Maintenance

For: Maintenance and Grounds Department

Bids must be received no later than:

Wednesday, October 8, 2014 @ 3:00 PM (Pacific Time) & NO MINUTES

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

www.SRVUSD.NET

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SCHEDULE and FORMS (must be returned along with the Bid Form):	
A – Reference	
B – Fingerprint	
C – Survey	
D – Acknowledgment of Addenda	
E – Non-Collusion	
F – Worker’s Compensation Certificate	
G- Designation of Subcontractors	
Additional Exhibits:	
District Boundary Map	
Provision for Purchase of Work and Services	

NOTE: The Table of Contents is to be made a part of the above referenced bid.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 OLD ORCHARD DRIVE
DANVILLE, CA 94526**

NOTICE TO BIDDERS

RFB # 642

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

**ELEVATOR MAINTENANCE
FOR
MAINTENANCE AND GROUNDS DEPARTMENT**

Each bid must be sealed, marked with the **RFB # 642** and titled "ELEVATOR MAINTENANCE FOR MAINTENANCE AND GROUNDS DEPARTMENT" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES on WEDNESDAY, OCTOBER 8, 2014

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than TUESDAY, SEPTEMBER 30, 2014 @ 11:00 am (Pacific Time).

Date: Sept 19, 2014

Jasmine R. Gacusan, CPPO
Director of Purchasing,
Duplicating and Warehouse

Publish Dates: Friday, Sept 12 & 19, 2014

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 35 schools serving more than 30,000 students in Kindergarten through Grade 12.

Facts and Figures

35 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)
21 elementary schools
8 middle schools
4 comprehensive high schools
1 continuation high school
1 independent study school

Enrollment and Personnel

Number of Students 33,814
Number of Employees 4,136
 Number of Teachers 1,414
 Number of Administrators 80
 Number of Pupil Services Personnel 87
 Number of Classified Staff 1,155
Meals served per day: between 6,300 - 8,100

	2009-10	2010-11	2011-12	2012-13	2013-14
Enrollment	27,937	29,273	29,989	30,757	31,407
Increase	3.7%	4.8%	2.5%	2.46%	2.12%

2013-14 Operating Budget Revenues \$248,825,243
2013-14 Expenditures \$237,782,537

CALENDAR OF EVENTS

Event	Date	
Legal Advertisement	Sept 12 and Sept 19, 2014	Daily Journal – San Ramon Valley Times
Bidder's Conference	Sept 25, 2014 @ 9:00 am	Maintenance Conference Room
Questions/Clarification Deadline	Sept 30, 2014 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	Oct 8, 2014 @ 3:00 pm	Purchasing Conference Room
Evaluation Period	Oct 8 – 10	Purchasing & Maintenance
Board Approval	Oct 21, 2014	District Office
Notice to Proceed	Week of Oct 27th	Purchasing

DEFINITIONS

ASB – Apparent Successful Bidder

CONTRACT – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times Referred to herein as the “Agreement”, or as the “Master Purchase Agreement”.

PROPOSAL - The term “Bid” “proposal”, and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request For Bid (RFB).

PURCHASE ORDER (PO) - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

REQUESTOR – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

RFB, RFP or RFQ are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

SELLER--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor”, are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

WORK - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

JOB SITE LOCATIONS

The work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings. See attached district boundary map.

INSTRUCTIONS and CONDITIONS

For

ELEVATOR MAINTENANCE

BIDDERS RESPONSIBILITIES

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 642.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the plans, instructions, specifications and/or drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within the required time frame.

Alternate or incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

INTENT

To provide full service maintenance contract, to include but not limited to preventive maintenance, repairs, and 24/7 on-call urgent or emergency repairs for the San Ramon Valley Unified School District (SRVUSD).

PURCHASE ORDER VALIDITY AND TERM EXTENSION

The term of the contract which may be awarded pursuant to this RFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District.

ESCALATION AND DE-ESCALATION

Unit prices must remain fixed for a period of one (1) year. Products or services supplied pursuant of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (ie. conditions brought about due to market fluctuation). Escalation and/or de-escalation shall be as set forth by the following provisions:

Price Reductions: If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than SRVUSD, or its joiners, for the same type of service, or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for SRVUSD, and its joiners, in corresponding prices.

Price Increase: Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI) or Producer Price

Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices, or interpretations of purchase order terms, without the express, *advance* concurrence and consent of the Purchasing Director of the District.

In the event price adjustments are inconsistent with market conditions, the San Ramon Valley Unified School District would be best served by a re-bid to the competitive market. The District reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Director of Purchasing.

PREPARATION OF BIDS

All bids must be prepared and submitted using only the bid schedule/pricing sheet, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated, and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

SUBMITTAL OF BIDS

Bid response may only be submitted to the office of the Director of Purchasing, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

DEADLINE FOR RECEIPT OF BID

Bid proposals must be filed at the office of the Purchasing Director located at 3280 Crow Canyon Road, San Ramon, CA 94583 no later than **WEDNESDAY, OCTOBER 8, 2014 at 3:00 pm (Pacific Time) and no minutes. It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.**

BIDDER'S CONFERENCE

A **bidder's conference** will be held on **Thursday, September 25, 2014 @ 9:00 am** at 3280 Crow Canyon Road, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged attend bidders conference to address any questions or clarifications.

CONTACT

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; jgacusan@srvusd.net

Any questions regarding the scope or nature of the services should be directed to Oscar Vega, Environmental

Health & Safety Technician at (925) 824-1876; ovega@srvusd.net or Craig Cesco, Director of Maintenance and Grounds at (925) 824-1818 ; ccesco@srvusd.net

CLARIFICATION DEADLINE

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than **Tuesday, September 30, 2014 at 11:00 a.m.**

MODIFICATIONS

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

WITHDRAWAL OF BID PROPOSALS

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

AWARD OF CONTRACT

Bids will be evaluated on basis of price and compliance to the specifications. The District reserves the right to consider quality, warranty, compatibility with existing equipment or set-up, and any other information considered to be in the best interests of San Ramon Valley Unified School District.

A written purchase order will be furnished to the successful bidder within time for acceptance specified, result in a binding contract without further action by either party. The Purchase Order shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

The District reserves the right to accept and award the contract within ninety (90) days of the submission deadline date. Any offer not otherwise extended or accepted within this time period may be rejected.

DISTRICT'S RIGHTS AND OPTIONS

The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract. The District reserves the right to waive any informality or non-substantive irregularity as the interest of the District may require.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

BID PROTEST

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

REJECTION OF BIDS

The District reserves the right to reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

GOVERNING BOARD

This bid will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

PUBLIC RECORDS

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.**

TAXES

Taxes shall be included in the proposed prices. Sales tax will be requested on a separate line item. The District is subject only to State of California, Contra Costa County sales tax, which will be collected by the vendor. Federal excise taxes are not applicable to schools districts, and shall not be paid by the District.

ERRORS AND CORRECTIONS

No erasures or white-out will be permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

COST OF BID PREPARATION

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

WARRANTY/QUALITY

Manufacturer's warranty must be included as part of any bid. The supplier, manufacturer, or their assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for a period recommended by the manufacturer from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

EXECUTION OF CONTRACT

After the Governing Board approves and award the contract to the successful bidder, the successful bidder shall, within seven (7) working days must provide to the District appropriate bonds and insurance (if required). In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may award the work to the next responsible bidder, or may reject all bids and call for new bids.

DELIVERY

Time is of the essence. Delivery shall be no later than 60 days from date of award of bid. If unable to meet this deadline, please indicate on bid price page. Bids that are conditional upon an "all or nothing" will not be considered. The District reserves the right to postpone delivery up to 30 calendar days at no additional cost. All equipment (if applicable) must be delivered to the San Ramon Valley Unified School District Warehouse located at 3280 Crow Canyon Road, San Ramon, CA 94583-1304, unless otherwise requested by the District in writing.

FOB DESTINATION PRICING

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, drayage or labor charges not indicated herein.

FAILURE TO BID

If a bidder does not bid on any line item, the bidder is required to write “no bid” in the space provided. If a bidder is no bidding the entire project, the bidder is required to write “no bid” across the face of the bid form, place the company name, sign and date the form and return the form to the purchasing department. Failure to notify the District of a no bid may result in the vendor being removed from the District’s bidders list.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

NON-COLLUSION AFFIDAVIT

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the District.

INDEMNIFICATION

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys’ fees arising out of contractor’s operation or performance under this Agreement.

NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under

the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

TERMINATION

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

FAILURE TO PERFORM

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

ATTORNEY'S FEES

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

PREVAILING WAGE

If applicable, the Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

COMPLIANCE WITH OSHA

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

INSURANCE REQUIREMENTS

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

FINGERPRINTING

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

SPECIAL PROVISIONS
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

Identification of Contract Documents: The Contract Documents are hereby defined to include but not limited to: all Bidding Documents (including Notice to Bidders, Request for Bid, Addenda [if any], and Bid Forms); the Purchase Order; Contract Agreement, Exhibits, District boundary map, Forms, Schedule A-G and Provisions of SRVUSD.

SUBMITTALS – Non-submittal will disqualify bidders.

CHECKLIST:

_____ **BID FORM**

Bid Form is a required submittal item and will be used as basis of award along with the vendor's suitability to provide the District with the best overall value.

_____ **LIST OF REFERENCES (Schedule A) – must be returned along with the bid form**

Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.

_____ **FINGERPRINT FORM (FORM B) - must be returned along with the bid form**

_____ **QUALIFICATION FORM (Schedule C) - must be returned along with the bid form**

_____ **ADDENDA (Schedule D) - must be returned along with the bid form**

_____ **NON COLLUSION (Schedule E) - must be returned along with the bid form**

_____ **WORKER'S COMPENSATION FORM (Schedule F) - must be returned along with the bid form**

_____ **DESIGNATION OF SUBCONTRACTORS (Schedule G) - must be returned along with the bid form**

_____ **PROOF OF INSURANCE – submitted by successful bidder after award of contract**

_____ **STATE OPERATOR'S LICENSE – submitted by successful bidder after award of contract**

GENERAL REQUIREMENTS

1. Must possess all permits, licenses and professional credentials necessary to supply products and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type of service, servicing similar or equal size facilities.
3. Bidder has continuously engaged in the business of providing elevator maintenance and service for at least

three (3) years.

4. Proper conduct is expected from the Contractor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. Contractor's personnel shall carry appropriate identification, uniform, badges when working on any of the District site. During business hours, on-site technician(s) are required to check-in with the site's office manager or front desk.

ACCOUNT MANAGER/SUPPORT STAFF

Contractor provider shall provide adequate, competent support staff that is assigned to the District's account during normal working or business hours, Monday through Friday. Representative(s) shall be knowledgeable about the contract, services provided, products and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

SCOPE OF WORK

The successful contractor shall furnish all labor, work, materials and equipment necessary to implement a full service agreement on elevator maintenance and repair. Contractor is required to maintain all elevators in good and safe operating conditions. All work must be done by qualified, factory trained technicians. Contractor must maintain adequate inventory of replacement parts and materials.

PERFORMANCE REQUIREMENTS

The work described in this Contract involves the service, inspection, examination, cleaning, lubricating, repairing, testing, renewing and replacement of parts and equipment to maintain the Elevators in a safe and first-class operating condition conforming to the standards acceptable throughout the industry. The work shall be performed by the Contractor, and unless otherwise specified, applies to all parts of the equipment listed below, complete and in its entirety including, but not limited to:

- ◇ Machine: Worm and gear, pinion gear, thrust bearings, lateral bearings, drive sheaves, drive sheave shaft bearings, brake pulley and brake coil, brake shoes and linings, brake pins and brake contacts, sound isolation, and other component parts.
- ◇ Motor and Motor Generator: Motor windings, gearless hoist motors, rotating element, commutator, brushes, brush holders, bearings, field coils, armature and stator, shaft, collector and slip rings, rotor. As applicable, SCR Drives and Variable Frequency Drives are also included.
- ◇ Controller, Selector, Dispatching Equipment: All relays, rectifiers, solid state components, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes.
- ◇ Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, switches, governor tension sheave assembly.
- ◇ Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, pivot and pivot pins, hinges, auxiliary hinges, gate switches and sight guards.
- ◇ Deflector and Secondary Sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibbs, slowdown switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.
- ◇ Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car safety units, platform, wood platform flooring, tile floor covering in the elevator cab, elevator car guide shoes gibbs or rollers, car door gibbs and sills, elevator cab tops, car gates (vertical and collapsing).
- ◇ Gates, all car and hoistway door equipment including "Peele" doors, cams, car switches, annunciators, and parking devices.

- ◇ All wire ropes, hoist, compensating and governor. as often as is necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications necessary to achieve this result shall be the responsibility of the Contractor. Replace and repair, as required, traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for same are excluded. Contractor shall be responsible to relamp all lighting fixtures in the pit, machine room, hoistway on top of and underneath the elevator car. Cab lighting is excluded.
- ◇ Fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, relamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, intercom and other in-car communication systems, alarm bells and elevator monitoring system. This contract includes repair of cab annunciator system and repair of car switch. All cab ventilation systems, including ventilation fans and associated switches are to be covered by the Contractor.
- ◇ All piping, fittings and accessories (such as vibration dampers, silencers, etc.), between the pumping plant and the jack unit. Power plant (complete), consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves (of every kind), strainer, mufflers, gaskets, and all other accessories.

The contractor shall:

- ◇ Renew all wire ropes, hoist, compensating and governor. as often as is necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications necessary to achieve this result shall be the responsibility of the Contractor. Replace and repair, as required, traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for same are excluded. Contractor shall be responsible to relamp all lighting fixtures in the pit, machine room, hoistway on top of and underneath the elevator car. Cab lighting is excluded.
- ◇ Examine all safety devices and governors and conduct annual no load tests. Perform the full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers as required every five years for each elevator or as required by accepted safety standards at the time of testing. Car balance shall be checked and the governor recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code for Elevator and Escalators ANSI/ASME A17.1 Current Edition as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes. Hydraulic pressure tests are included in this agreement. Repair or replace the following parts of the pump unit; impellers, bearings, seals, operating valves, strainers, reservoir, solenoids, transmission sheaves and drive belts. Repair, renew or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above

ground piping and supports, packings, "O" rings, cylinder head assemblies, pistons and isolation equipment.

- ◇ Keep guide rails free of rust and dust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibbs as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices.
- ◇ Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality and consistency for the purposes employed, and the parts, to which applied. Cleaning compounds, waste clothes, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable or noxious. This material shall always be stored in approved metal containers provided by the Contractor. The contractor will supply necessary hydraulic fluid, oils, grease and other lubricants, cleaning materials and cotton waste. The contractor will repair or replace hydraulic motor stator windings, rotors, slip rings and motor bearings. In the hoistway, repair or replace plunger packing, exposed piping and shut off valves. The contractor will repair or replace operating valves valve motors, motor windings, pumps, pump motors, leveling valves, hydraulic fluid tanks, hydraulic motors, and entire jack unit.
- ◇ Furnish all replacement parts that shall be new and specifically designed for the elevators on which they are to be used.
- ◇ Keep the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this Contract.
- ◇ Maintain all elevator equipment in hoist ways, machine rooms, secondary levels, and pits in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean.
- ◇ Notify the Owner (in writing) of the existence or development of any defects in, or repairs required to the elevator equipment that the contractor does not consider Contractor's responsibility under the terms of the contract. The Contractor shall furnish the Owner with a written estimate of the cost to correct any such defects or make the required repairs. The Owner reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
- ◇ Give immediate notice to the Owner of any condition, which the contractor discovers that may present a hazard to either the equipment or passengers.

The maintenance under this Contract shall provide a constant high quality service to properly protect all elevator equipment from deterioration and provide constant peak performance of all elevators. It is understood that the maintenance work required by this Contract will be performed by the highest classification of mechanic. During regular working hours contractor must respond in

a timely (within 2 – 3 hours) manner to service calls. Running on Arrival (ROA) calls will be included without additional cost.

Manpower

District requirement is a minimum of one (1) full-time certified journeyman elevator mechanic, familiar with the various types of elevator installed within the San Ramon Valley Unified School District buildings, eight hours per day, Monday through Friday, except union holidays. The Contractor shall assign an experienced mechanic of the highest classification recognized by the union affiliated with the Contractor's employees to be full-time mechanics. Contractor shall make all reasonable efforts not to change the assigned mechanic unless requested by the Owner, or for unsatisfactory performance. Owner reserves the right to request that the assigned mechanic be changed for any or no reason at any time.

The full time elevator mechanic(s) are only to be used for service (including regular and emergency) and maintenance of the equipment contained in this contract. The mechanic(s) should not be pulled from their service and maintenance duties to respond to calls on any elevators outside the scope of this agreement. In addition, these mechanics should not be used to perform major repairs. The contractor shall provide separate repair crews to perform major repairs to elevators in this contract.

The Contractor will provide a vehicle for each full time mechanic for their exclusive use in servicing the elevators contained in this contract. Mechanic(s) must be able to use these vehicles to travel independently from each other when performing their contractual duties.

Work Schedule

The schedule for all work to be done including preventive maintenance, emergency or on-call services must be arranged with and approved by the Director of Maintenance and Grounds of SRVUSD.

Hours And Manner Of Work

The contractor shall perform all preventative maintenance; repairs, routine adjusting and service procedures during regular working hours of regular working days for the elevator trade (6 a.m.-6 p.m. Monday through Friday). Should shift work be required to complete an approved project, Contractor's mechanic(s) will notify the District at start and completion of work. Shift work will not be authorized for Saturdays, Sundays or holidays unless approved by the District.

The District shall be notified prior to the removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.

Elevator mechanic(s) shall remain in contact with the respective school site contact while on campus. Should the elevator mechanic be required to leave the school site for any reason, the mechanic is to notify the appropriate school site contact at the time of his departure and his return.

If an elevator is shut down with trapped passengers, during regular working hours, Contractor shall guarantee 30 minute response time from the time the trouble call is received. For times other than regular working hours, Contractor shall guarantee 60 minute response time from the time the trouble call is received. Any exceptions to this rule, would be footnoted in Attachment A and be specific to the elevator(s) as footnoted.

In the event an elevator is shut down without trapped passengers, Contractor shall guarantee 60 minute response time from the time the trouble call is received during regular working hours, and 2 hour response time at all other times.

Contractor personnel will be issued master keys for access to machine spaces around school site. In the event that one of these keys is lost, Contractor shall be responsible for replacement cost of the key and any and all re-keying deemed necessary by the District.

Lubrication

The contractor shall lubricate as needed, but at least twice a month all of those mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment or to otherwise lubricate as often as and in the manner specified by said manufacturer.

Lubricants shall consist of oils, greases and compounds furnished by the Contractor. The lubricants shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. It being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in-period has elapsed. Wherever possible, Contractor will use environmentally friendly, "Green Products".

Cleaning

The contractor shall keep elevator machine rooms in clean and orderly condition. Contractor shall, during the course of all examinations, remove and discard immediately, all accumulated oil, grease, dirt and debris from machine spaces, car tops and pit areas once per month. Prior to each anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoist way of all accumulated dirt, grease, dust and debris.

All waste shall be discarded in compliance with all laws and codes. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and shall be kept properly sealed to prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed shall not be flammable or noxious. The contractor shall paint the elevator machine room(s) as deemed appropriate by the University. Wherever possible, Contractor will use environmentally friendly, "Green Products".

Inspection, Examination, and Adjustment of Equipment

Contractor shall on a routine basis inspect, examine, clean and adjust as necessary all mechanical and electrical parts subject to loosening, wearing, and/or burning out by reason

of movement, contact or load, mechanical or electrical, which shall include all machines, motors, generators, SCR and variable frequency drives, and controller parts, worms, gears, governors, bearings brake shoes and linings, brushes, coils and windings, commutators, pumps, valves, armatures, rotors, stators, contacts, switches, relays, resistance, wiring of all circuits, magnet frames, sheaves, sheave centers, shafts, floor leveling and safety devices, counterweights, rixon hinges, car door hangers and guides, hall push-buttons, cab lighting, signal devices, gates, car panels, wire ropes, conductor cables, emergency signal controls and other electrical and mechanical parts.

The Contractor is to make any and all inspections and adjustments to the elevator system in accordance with the manufacturer's recommendations. The contractor shall furnish maintenance procedure check charts in each elevator machine room. The contractor shall keep each check chart in the machine room(s) up to date so as to reflect the current scheduled items of maintenance. Upon completion of the maintenance, the Contractor must initial and date the check chart to indicate what work has been completed. Contractor shall provide additional charts as needed. In addition to the check chart located in the elevator machine room(s), Contractor shall furnish work tickets to the Owner which will indicate all the malfunctions of the elevators and the corrective work performed by the Contractor. The work tickets shall specify date and time the work was performed and shall be signed by the Contractor's mechanic(s).

All regularly scheduled inspections shall also be recorded on work tickets signed by the Contractor's mechanic(s). Work tickets shall also show the date and time arrived and departed from the job.

Contractor shall, at any time during the term of this Contract, upon written request of the Owner, promptly submit to Owner a complete report of inspections, repairs or reinstallation of parts or services performed and supply samples of lubricants, compounds, or other materials employed, at no cost to Owner.

Periodic Examination

The contractor shall calibrate and/or test all safety devices, governors, wire ropes and conductor cables, periodically, in accordance with ANSI/ASME-A17.1, A17.2, A17.3, and American National Standard Safety Code for Elevators (Code) as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes. All necessary material and labor to make these tests shall be furnished by the Contractor and witnessed by a qualified elevator inspector employed by the Owner's elevator insurance company or local authorities. The contractor shall perform any additional testing required by local authorities

Travel

It is understood that no travel time shall be charged under this Contract for normal working hours or for emergency call back service or for any other service provided for hereunder.

Repairs and Replacements

The Contractor shall take full responsibility to repair or replace, to manufacturer's standard, all components of the elevator equipment specified under this agreement and any resulting purchase orders

Additional Special Provisions

In certain buildings, the Owner may, at its discretion, require that the work detailed in the following list be performed during the building's off-hours. It is the Contractor's responsibility to determine the Owner's policy regarding these items. As a default, the Contractor must perform the work on off-hours. The Contractor must have explicit written permission from the Owner prior to performing any of this work during normal business hours. There shall be no additional charge for this work; all costs including, but not limited to, the overtime labor cost shall be included in the monthly maintenance price.

- All wire rope replacements
- All work that requires burning
- Any work that would result in a level of noise incompatible with conducting business in the building

Performance Times, Leveling, And Contract Speed

The contractor shall maintain the control systems to provide smooth acceleration and deceleration. The Contractor must maintain elevators in accordance with the manufacturer's performance specifications (including floor-to-floor times, door timings, rate speed, group supervisory system, etc.).

The Contractor shall be required to maintain these performance criteria (at minimum) during the entire term of any free, guaranteed or Contract maintenance period:

1. Pre-Door Opening	Manufacturer's Standards
2. Leveling Accuracy	+1/4 inch
3. Floor-to-Floor Performance Time*	Manufacturer's Standards
4. Door Opening Time	Manufacturer's Standards
5. Door Closing Time	Manufacturer's Standards
6. Long Door Open Dwell Time	5.0 Seconds (or as required by ADAAG)
7. Short Door Open Dwell Time	3.0 Seconds
8. Nudging Time	No less than 20 Seconds
9. Door Closing Force	No more than 30 Pounds

* The Floor-to-Floor Performance Time is defined as the time elapsed from the time the elevator doors begin to close until the elevator doors are three-quarters open on a one floor run.

Door opening and closing speeds shall be adjusted for ideal and maximum performance commensurate with door width and height.

All door open dwell times are subject to Owner discretion and direction. Under no circumstances shall performance times violate any provisions of the Code.

The contractor shall test and check the group supervisory (dispatching) systems quarterly to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the manufacturer.

Contractor shall submit to Owner a full written report that includes the description of the test of the supervisory system, and results of such test. The test shall include observations, adjustments and report of proper indications of cars in group, method of assignment, cars automatically removed from group as a result of individual malfunction, main floor demand setting, priority and security setting, preferred service response, peak traffic recognition and time clock settings for this purpose, car and hall call circuitry, direction performance operation, door dwell timing device settings, main floor loading times and sequence, and conditions which expedite or delay normal dispatch times.

Testing

The Contractor shall examine monthly all safety devices and governors, and conduct any required safety tests, including but not limited to annual and five (5) year safety tests. Additionally, during these tests the car balances will be checked, and the governor set, re-calibrated and sealed for proper tripping speed. Perform monthly test of the elevator Fire Safety System, i.e., Manual Recall and Firemen's Elevator Operation in the designated elevators. Written Confirmation and results of all tests shall be forwarded to the Owner upon completion of testing. The contractor shall make all required filings included under the terms of this Contract.

Spare Parts

The Contractor shall maintain sufficient stocks to support contractual commitments and ongoing maintenance of assigned equipment.

Manufacturer Support Barriers

Contractor must not be bound by support barriers with any original equipment manufacturer for any elevators covered under the resulting Master Agreement and Purchase Orders. Contractor shall submit a statement regarding their ability to gain technical support and/or parts for each type of elevator equipment on campus. This should include, but not be limited to, controls, door equipment, and emergency communication systems, rotating equipment, pump and power units.

Wiring Diagrams

Contractor shall maintain one (1) complete set of "as-built" field wiring and straight line wiring diagrams in each machine room, showing all electrical circuits in hoist way as well as the machine room, showing also any changes or update of circuits. These diagrams shall be the property of the Owner.

The Contractor shall maintain a complete duplicate set of updated electrical wiring diagrams on file with Owner's management; these diagrams shall be the property of the Owner.

Painting

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subjected to rust and paint deterioration properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with the proper insulating compound. Whenever possible, Contractor will use environmentally friendly "Green Products".

Items and Work Excluded From Contract

The following additional items of elevator equipment are excluded from the contract: car enclosure (including removable panels, suspended ceiling, light diffusers, etc.), car doors, hoist ways enclosures, hoist way doors, hoist way door frames and sills, fluorescent light tubes and car frames. Vandalism to the extent that labor estimate exceeds one hour per incident on the part of the Contractor assigned elevator mechanics. Also not covered would be any labor by other than Contractor assigned labor, all materials, equipment, and supplies connected to the vandalism.

Additional Coverage

All other materials, solid-state components, equipment, etc. not mentioned above which are part of the elevator installation are included in this agreement.

REPORTS/DELIVERABLES/BILLING

1. After each inspection, the Contractor will provide a written Elevator Inspection Report for each unit. The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. The report must include the lead-time for necessary repairs. The Elevator Inspection Report must be submitted to the Director of Maintenance and Grounds within ten (10) working days of the inspection. Failure to adhere to these requirements may result in termination of the agreement.
2. Contractor's mechanic or technician is required to be present at every State inspection. All costs for these services must be included in the monthly maintenance fee. The Contractor must maintain a history of inspections performed by the State for all equipment on this contract. Contractor will make all repairs indicated in State inspection reports within thirty (30) days at no charge to the District.
3. Contractor's responsibility to notify the Director of Maintenance and Grounds of all "Permits to Operate an Elevator" expirations and any other additional tests required by ANSI/ASME A17 for the elevators included in this contract.
4. Contractor is responsible for making all repairs necessary due to normal wear and tear. The cost for these repairs is to be included in the monthly fee. All repairs are to be done during normal business hours. All repairs will be done according to a schedule that is approved by the Director of Maintenance and Grounds.

EMERGENCY RESPONSE

Emergencies are defined as situations affecting safe or continuous operation of equipment covered under this agreement or affecting the safety of passengers. A qualified technician must on site within one (1) hour of contact from the District that an emergency service is required. This response time is

reduced to half (1/2) hour when it is determined that the elevator is carrying passengers. Emergency service is required twenty four (24) hours a day, seven (7) days a week, including weekends and holidays.

The emergency telephone in each elevator will be answered by the Danalect's (alarm company) answering service. The answering service will verify the nature of the emergency and immediately dispatch service call to the elevator contractor. The Contractor shall provide 24 hour 7 day per week, including weekends and holidays call back service without additional charge. This consists of dispatching qualified employees in response to emergency calls from Danalect or otherwise, for adjustments or repairs on any day of the week, at any hour of the day or night. Emergency repairs shall be made in a timely manner to restore the elevators to operating order. If repairs cannot be made immediately, the mechanic(s) or Contractor representative shall notify the school site contact as to the reason.

ELEVATOR PERFORMANCE

At a minimum, the elevators will be adjusted to meet the following performance standards and will maintain these standards for the term of the contract.

1. Floor-to-floor time will be measured from the time a car leaves a floor, travels one floor up or down, and the doors are $\frac{3}{4}$ open.
2. Doors times will be in accordance with current standards.
3. Leveling accuracy under load conditions will be plus-minus $\frac{3}{8}$ of an inch.
4. Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. Elevator and door operation will be quiet. Stop made under operation of Emergency Stop Switch will be more rapid than a routine stop, but not abrupt or violent.
5. Door pressure will be maintained below thirty (30) pounds in closing.

MARKET PRICING

The District reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement. If the Contractor is not consistently the low bidder for these repairs, the District may terminate this agreement and assign to another qualified and responsive, responsible Contractor.

BID FORM

For

Elevator Maintenance

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offeror, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby propose and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, applicable taxes and all utility and transportation services necessary to perform all of the work required in connection with:

BID #642

All in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Director of Purchasing.

NOTE*

The San Ramon Valley Unified School District reserves the right to INCREASE OR DECREASE purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. District maintains the right, as it may deem necessary, to add or delete services to this contract, with only thirty (30) day written notice, in order to accommodate any future changes in the District programs that may result in an increase or reduction of funds. Request for increase in services will be negotiated with the successful vendor based on the rates provided herein.

TERMS - Cash terms (if applicable) _____% _____ Days

FOB – Destination

PRICING

The cost of for parts, labor, and all other items must be included in the monthly fee. Any additional fees outside of the normal business hours and is determined to be an emergency response must be approved by the Director of Maintenance and Grounds.

PASSENGER ELEVATORS							
SCHOOL	ADDRESS	EQUIP#	LOCATION	PERMIT # EXPIRATION	LOAD PERMISSIBLE (LBS)	CONTROLLER TYPE	MONTHLY PRICE \$
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	141815	MAIN	3-12-15	2500	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	120114	WORLD LANGUAGE	3-12-15	2500	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	101128	SCIENCE	3-12-15	2500	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	152530	ART	3-12-15	2500	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	150866	FA BLDG	3-12-15	2500	HYDROELEC	
CREEKSIDE ELEM	6011 MASSARA ST, DANVILLE	150934	B BLDG	2-24-15	2000	HYDROELEC	
DIABLO VISTA MS	4100 CAMINO TASSAJARA, DANVILLE	120121	ART/SCI	6-13-14	2500	HYDROELEC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	146351	1000 BLDG	2-27-14	2500	HYDROELEC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	146350	2000 BLDG	2-27-14	2500	HYDROELEC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	146349	3000 BLDG	2-27-14	2500	HYDROELEC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	146348	4000 BLDG	2-27-14	2500	HYDROELEC	
GALE RANCH MS	6400 MAIN BRANCH RD, SAN RAMON	149336		8-6-14	2500	HYDROELEC	
GALE RANCH MS	6400 MAIN BRANCH RD, SAN RAMON	149337		8-6-14	2500	HYDROELEC	
IRON HORSE MS	12601 ALCOSTA BLVD, SAN RAMON	105301	ART/SCI	3-4-14	2500	HYDROELEC	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	125604	200 BLDG	7-5-14	2500	HYDROELEC	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	126044	400 BLDG	7-5-14	2500	HYDROELEC	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	146486	500 BLDG	7-5-14	2500	HYDROELEC	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	105076	900 BLDG	7-5-14	2500	HYDROELEC	
SAN RAMON VALLEY HS	501 DANVILLE RD, DANVILLE	141813	LIBRARY	2-27-15	2500	HYDROELEC	
SAN RAMON VALLEY HS	501 DANVILLE RD, DANVILLE	149153	D BLDG	2-27-15	2500	HYDROELEC	
WINDEMERE RANCH MS	11611 EAST BRANCH PKWY, SAN RAMON	140341		3-4-15	2500	HYDROELEC	
WINDEMERE RANCH MS	11611 EAST BRANCH PKWY, SAN RAMON	140342		3-4-15	2500	HYDROELEC	

WHEELCHAIR LIFTS							
SCHOOL	ADDRESS	EQUIP#	LOCATION	PERMIT# EXP	LOAD PERMISSIBLE (LBS)	CONTROLLER TYPE	MONTHLY PRICE \$
ALAMO ELEM	100 WILSON, ALAMO	126275	MPR STAGE	9-27-14	750	RHEOSTATIC DC	
BOLLINGER CANYON ELEM	2300 TALAVARA SAN RAMON	125605	MPR STAGE	6-12-15	750	AC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	154638	GYM	10-2-13	750	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	154639	GYM	3-12-15	750	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	154640	GYM	3-12-15	750	HYDROELEC	
CALIFORNIA HS	9870 BROADMOOR, SAN RAMON	154703	THEATER	3-12-15	750	AC	
CHARLOTTE WOOD MS	600 EL CAPITAN, DANVILLE	140330	MPR STAGE	7-8-15	550	HAND MANUAL POWER	
COUNTRY CLUB ELEM	7534 BLUE FOX WAY, SAN RAMON	140331	MPR STAGE	1-29-15	750	HAND MANUAL POWER	
COYOTE CREEK ELEM	8700 N GALE RIDGE, SAN RAMON	120033	MPR STAGE	4-27-13	750	AC	
CREEKSIDE ELEM	6011 MASSARA ST, DANVILLE	150935	MPR STAGE	2-24-15	750	HYDROELEC	
DIABLO VISTA MS	4100 CAMINO TASSAJARA, DANVILLE	120123	MPR STAGE	6-13-14	750	RHEOSTATIC DC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	149026	PAC STAGE	6-12-15	750	V V – DC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	149027	PAC CONTROL RM	4-3-14	750	V V – DC	
DOUGHERTY VALLEY HS	10550 ALBION RD, SAN RAMON	149140	STADIUM	6-12-15	550	AC	
GALE RANCH MS	6400 MAIN BRANCH RD, SAN RAMON	152531	MPR STAGE	1-13-15	750	V V – DC	
GOLDEN VIEW ELEM	5025 CANYON CREST, SAN RAMON	140332	MPR STAGE	7-17-15	500	HAND MANUAL POWER	
GREENBROOK ELEM	1475 HARLAND DR, DANVILLE	125605	MPR STAGE	9-27-14	750	AC	
GRENVALLEY ELEM	1001 DIABLO RD, DANVILLE	152532	MPR STAGE	6-12-15	750	AC	
HIDDEN HILLS ELEM	12995 HARCOURT WAY, SAN RAMON	136555	MPR STAGE	5-29-14	750	AC	
IRON HORSE MS	12601 ALCOSTA BLVD, SAN RAMON	141502	MPR STAGE	3-4-14	750	HAND MANUAL POWER	
JOHN BALDWIN ELEM	741 BROOKSIDE DR, DANVILLE	125606	MPR STAGE	9-27-14	750	AC	
LIVE OAK ELEM	5151 SHERWOOD WAY, SAN RAMON	146354	MPR STAGE	1-14-14	750	V V – DC	
LOS CERROS MS	968 BLEMER RD, DANVILLE	126238	MPR STAGE	5-29-14	750	RHEOSTATIC DC	
MONTAIR ELEM	300 QUINTERRA LN, DANVILLE	136863	MPR STAGE	6-12-15	750	AC	
MONTEVIDEO ELEM	13000 BROADMOOR DR, SAN RAMON	140333	MPR STAGE	6-12-15	500	HAND MANUAL POWER	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	120483	THEATER STAGE	7-5-14	750	HYDROELEC	

(continuation of WHEELCHAIR LIFTS)							
SCHOOL	ADDRESS	EQUIP#	LOCATION	PERMIT# EXP	LOAD PERMISSIBLE (LBS)	CONTROLLER TYPE	MONTHLY PRICE \$
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	120484	THEATER	9-25-14	750	HYDROELEC	
MONTE VISTA HS	3131 STONE VALLEY RD, DANVILLE	126065	COMMONS	7-5-14	700	HYDROELEC	
NEIL ARMSTRONG ELEM	2849 CALAIS DR, SAN RAMON	125607	MPR STAGE	6-12-15	750	AC	
PINE VALLEY MS	3000 PINE VALLEY RD, SAN RAMON	152609	MPR STAGE	3-20-15	750	V V - DC	
QUAIL RUN ELEM	4000 GOLDENBAY AVE SAN RAMON	141804	MPR STAGE	7-17-15	750	HAND MANUAL POWER	
RANCHO ROMERO ELEM	180 HEMME AVE ALAMO	140337	MPR STAGE	7-18-15	550	HAND MANUAL POWER	
SAN RAMON VALLEY HS	501 DANVILLE RD DANVILLE	126491	THEATER	12-19-13	750	HAND MANUAL POWER	
SAN RAMON VALLEY HS	501 DANVILLE RD DANVILLE	126492	THEATER STAGE	3-20-14	750	HAND MANUAL POWER	
STONE VALLEY MS	3001 MIRANDA ALAMO	140338	MPR STAGE	7-8-15	550	HAND MANUAL POWER	
SYCAMORE VALLEY ELEM	2200 HOLBROOK DANVILLE	140339	MPR STAGE	1-29-15	500	HAND MANUAL POWER	
TASSAJARA HILLS ELEM	4675 CAMINO TASSAJARA, DANVILLE	140340	MPR STAGE	1-29-15	750	HAND MANUAL POWER	
TWIN CREEKS ELEM	2785 MARSH DR SAN RAMON	154929	GYM	6-12-15	750	HYDROELEC	
VISTA GRANDE ELEM	667 DIABLO RD DANVILLE	146175	MPR STAGE	9-27-14	750	V V -DC	
WALT DISNEY ELEM	3250 PINE VALLEY RD SAN RAMON	136749	MPR STAGE	7-17-15	750	AC - 1	
WINDEMERE RANCH MS	11611 E BRANCH PKWY, SAN RAMON	140349	MPR STAGE	3-4-14	750	HAND MANUAL POWER	

BASIS OF AWARD	
GRAND TOTAL FOR 12 MONTHS SERVICE	\$

<p>NON-CONTRACT REPAIRS</p> <p>HOURLY RATE: URGENT/EMERGENCY RESPONSE</p> <p>Regular business hours (Mon – Fri, 8 am – 5 pm)</p> <p>After Hours (Mon – Fri, after 5 pm)</p> <p>Saturday – Sundays and Holidays (per hour)</p> <p>Travel Time</p> <p>Parts. Will the District be charged with a mark-up on parts or supplies? () Yes () No If yes, describe pricing mark-up.</p>	<p>\$ _____ per hour</p> <p>\$ _____ per hour</p> <p>\$ _____ per hour</p> <p>\$ _____ per hour</p> <p>_____ % mark-up from factory</p>
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PIGGYBACK CLAUSE

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives it's right to have warrants issued in its favor. Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted No, Piggyback Option Not Granted

VENDOR'S LICENSE STATEMENT

The undersigned certifies that he/she or the firm he represents holds the appropriate license as required and specified for:

License No. _____ Expiration Date _____

Classification No. & Title _____

PROJECT START DATE

Within 10 Working Days of issuance of Purchase Order.

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME:

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ NAME: _____

(Authorized Agent)

(Please Print)

TITLE: _____ DATE: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

SCHEDULE A

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

FORM B



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

699 Old Orchard Drive, Danville, California 94526-4331

(925) 552-2923 * FAX (925) 552-5092

Jessica R. Romeo, Assistant Superintendent

Human Resources

**Employee Fingerprint & Criminal Background Check
Certification to the San Ramon Valley Unified School District**

_____ acknowledges
(vendor/contractor name)

that Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contact with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee may come into contact with pupils after January 5, 1997, until the records check is completed. No employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

It is hereby certified to the San Ramon Valley Unified School District that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receives notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, _____, as an officer/owner/agent
(please print name)
of _____, hereby certify that I am duly
(vendor/contractor name)
authorized to enter into the above certification.

Signature

Date

Business Address and Phone Number

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE C

SURVEY - QUALIFICATION FORM

1. How many employees in your firm? How many are assigned to the District account?
2. How many years have been in business?
3. Provide copy of current license to perform the work in conformance with the provisions of the State Business and Professions Code.
4. List of skilled and experience elevator mechanics and adjusters, all with a current California Certified Competent Conveyance Mechanic's License, under the Contractor's direct employment and supervision. A journey level mechanic or above must perform all work. Assistants or helpers may be used only to assist the journey level mechanic(s).
5. List of supervisory personnel, regularly engaged in inspection and supervision will have a minimum of ten (10) years of hands-on experience performing routine elevator maintenance. A direct phone, preferably cellular number of the supervisor must be made available to the District.
6. Office location supporting the District's account.
7. Please describe your maintenance cycle by number of cars assigned to full-time employee to as it relates to this agreement.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE D

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

None

No. 1

No. 2

No. 3

No. 4

No. 5

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE F

CONTRACTOR'S CERTIFICATE **REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s 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 this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE G

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

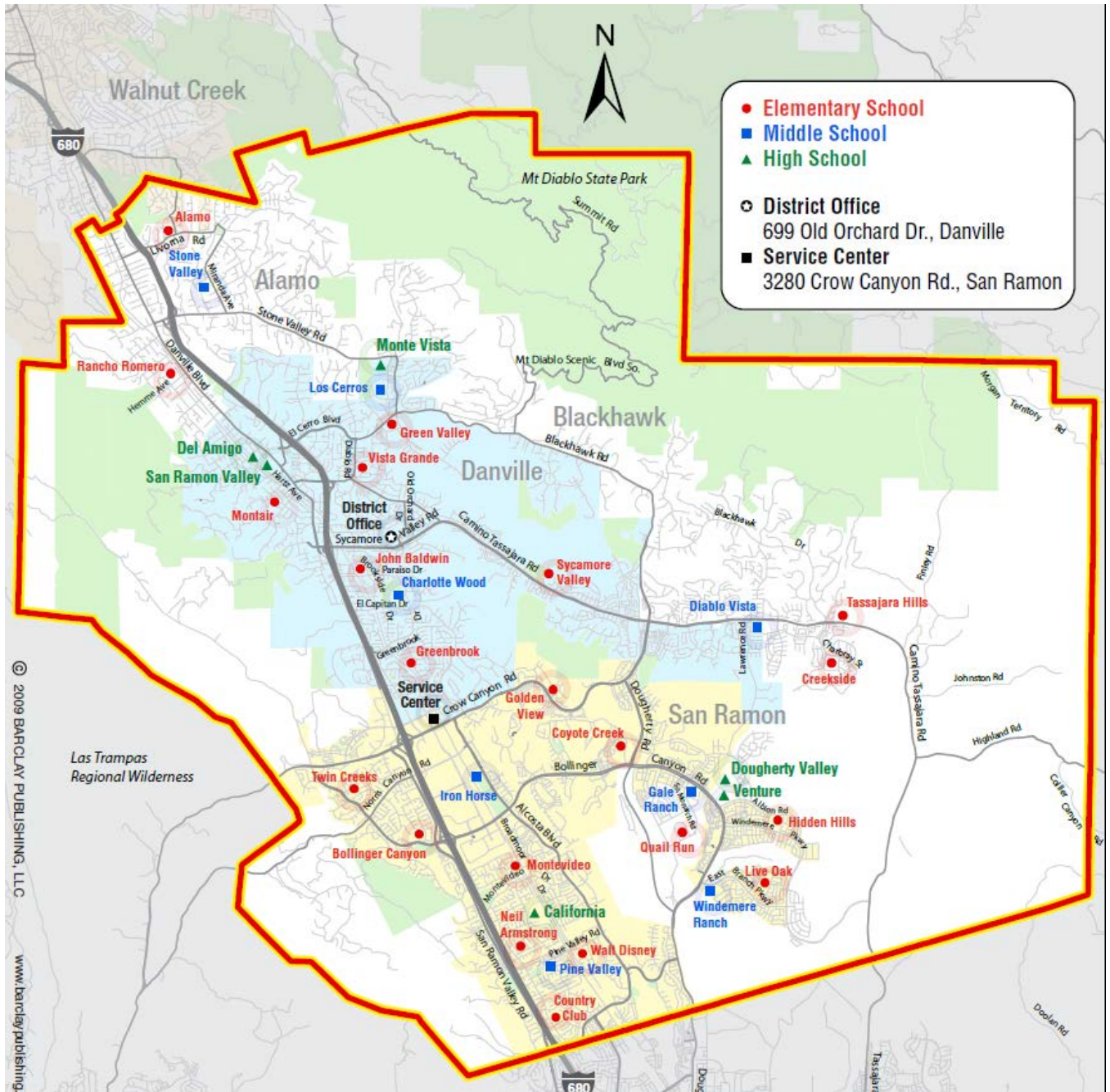
Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE".

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

DISTRICT BOUNDARY MAP



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

1.01 Laws to be Observed: The Vendor shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: The Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

1.06 Patents: The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.08 Responsibility for Damage: The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of District: The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Vendor Not an Agent of the District: The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection of Authorized District employee nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.19 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.25 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.