



San Ramon Valley Unified School District

3280 Crow Canyon, San Ramon CA 94538
(925) 824-1834 Phone | (925) 866-1706 Fax
www.srvusd.net

April 5, 2019

Addendum/Clarification No. 1 **Item Bid: Elevator Maintenance Services** **At Various Sites** **RFB# 807**

The following clarifications, changes, additions, deletions and corrections hereinafter set forth shall apply to the Bid Documents for this project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

NOTE: SUBMITTED QUESTIONS IN BLACK FONTS. CORRECTIONS, CLARIFICATIONS and ANSWERS IN BLUE.

Item 1

QUESTION: In the pre-bid conference it was stated that additional units would be released in an addendum. When will that be issued?

ANSWER:

Wheelchair lift at Stone Valley Middle School - December 2019.

Passenger elevators (1) Stone Valley Middle School & (1) San Ramon High School – July 2020

All dates are approximate, depends when the buildings are actually turned over to the district.

Item 2

QUESTION: Please confirm no bonds are required.

ANSWER: Bonds are not required.

Item 3

QUESTION: In the pre bid conference it was stated that the scope of work for the wheelchair and stage lift units shall match the elevator scope, can the district please supply this in an addendum

ANSWER: Scope of work/service must meet the State of California requirements

Item 4

QUESTION: Would the district accept oil and grease scope on wheel chair and stage lifts?

ANSWER: No, a full maintenance contract only

Item 5

QUESTION: Is the following an acceptable contract modification?

Page 12 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 to the extent caused by contractor's negligence in performing its work under this Agreement.

ANSWER:

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.

The District may consider proposed language upon contract signing with the successful vendor pending review and approval of District's Legal Counsel.

Item 6

QUESTION: Is the following an acceptable contract modification?

Page 13 Incidental and Consequential Damages: Neither the Contractor or District shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, or from the acts or omissions of its permitted subcontractor pursuant to Section 8 ("Subcontracting"). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have applicable law.

ANSWER:

Incidental and Consequential Damage language herein are set and approved by the Business Risk Management. Changes and addition requested in regards to modifying the bid language for RFB#807 are declined.

Item 7

QUESTION: Regarding page 15 Insurance Requirements, will the district accept OCPL insurance in lieu of additional insured requirements?

ANSWER:

Pending review and approval of the District Business Risk Management, "Owner Contractor Protective Liability (OCPL)" may or may not be accepted as an appropriate insurance coverage. Note that proof of insurance is REQUIRED for bid submittal to be considered RESPONSIVE. Please check page 30 and Schedule H.

Item 8

QUESTION: Regarding page 18 under “response time” will any consideration be made for extenuating factors that may impact response time. Example, traffic

- a. With regard to entrapments. The fire department will be a quicker responder than any elevator vendor under any circumstance. Should there be an entrapment, our technician is more than 30 minutes away, and the fire department vandalizes the doors, under that scenario is it expected that the elevator vendor bear the burden of repairing those damages?

ANSWER:

We understand that at times there may be extenuating factors that may delay response time. If this occurs, we need to have high quality communications from the elevator vendor so the district can make quick decisions to get the trapped person out of the elevator. If possible and allowed the training of district staff by the elevator vendor may help both parties in this type of emergency.

Item 9

QUESTION: Regarding page 22 paragraph beginning “keep guide rails free of rust...”, elevator vendors are not structural engineers and as such it is not standard that the vendor do any adjustments to rails as they relate to their connectivity to the building. When rust is determined to be caused by climate will the owner bear the burden of that cost?

ANSWER:

We expect the elevator vendor to inspect and maintain all equipment on a regular basis and notify the district of any concerns. Replacement of guide rails would not fall under regular service replacement so the district would bear the replacement cost.

Item 10

QUESTION: Regarding page 22 paragraph beginning “furnish and utilize all lubricants”, specifically regarding hydraulic fluids, when the oil within the tank reservoir is found to be contaminated by particulates such as pipe wear or outside contamination will the owner bear the burden of that oil replacement cost?

ANSWER:

Contaminated hydraulic fluid does not fall under regular service replacement so the district would bear the replacement cost.

Item 11

QUESTION: Regarding page 23 paragraph titled “manpower”, this paragraph reads as the district requesting their own dedicated full time (40 hour per week) resident mechanic for all their campuses. Can the district please explicitly state that they would like a “resident” mechanic (40 hours a week) for this contract and not any other form of “route based” or “periodic and systematic” maintenance structure?

ANSWER:

The district requires that 1 or 2 elevator mechanics service the district so they can be familiar with district equipment and close by to respond quickly to elevator issues such, entrapments and breakdown.

Item 12

QUESTION: Regarding page 26 under additional special provisions, due to vagueness and subjectivity can the district please strike out the third item in this paragraph relating to “noise level being incompatible with conducting business.”

ANSWER:

This applies to fire alarm testing which needs to be done before or after school hours (7:00am to 4:00pm) or for any major work that would cause excessive noise. In both cases the district would work with the elevator vendor to get work done during regular scheduled hours if all possible.

Item 13

QUESTION: Regarding page 27 under wiring diagrams. Can the district first prove they currently are in possession of the wiring diagrams they were given for each unit at the time they were purchased and installed. For any that may be missing, is the new contractor expected to bear the burden of the cost of replacing them?

ANSWER:

The district has wiring diagrams for each elevator/lift and will be responsible for any replacements, unless missed placed or lost by elevator vendor.

Item 14

QUESTION: Regarding page 28 under reports, item #2. As no elevator vendor is ever in possession or control of the State of California inspector’s schedules it was stated in the pre-bid conference that this requirement would be removed. Can that please be done in an addendum?

ANSWER:

Yes, this will be removed from the contract, but there may be a very rare occasion where the state inspector may want to schedule an inspection or meeting that requires a mechanic, in that case the district will help schedule that inspections or meeting.

Item 15

QUESTION: Regarding page 28 under “emergency response”, it is highly discouraged that a third party monitor the emergency phones in the elevator. This third party involvement may add time to the entrapment that will impact our response time. Can the contract submit alternate pricing to provide direct emergency phone monitoring to the district?

ANSWER:

The district is currently in an existing multiyear contract that includes the elevator emergency phones. The elevator vendors may submit alternate pricing to include cost to monitor the emergency phones

on a separate sheet. Any cost to change monitoring of the elevators would be on the elevator vendor if this portion of the contract is accepted.

Item 16

QUESTION: Should the elevator phones need to be reprogrammed either due to replacement or possible programming error, is the contractor expected to bear the burden of that cost?

ANSWER:

No, this would be a district cost, but if the elevator vendor monitored the phones then the district would pay for replacement cost but programming would be on the elevator vendor.

Item 17

QUESTION: Pg 7 discusses price adjustments being tied to a reference indicator and the CPI is used as an example. We wanted to ask, since our labor rates increase in accordance with the collective bargaining agreement and are not tied to a CPI index, will the agreed upon labor increases in our collective bargaining agreement be used for price adjustments?

ANSWER:

Increases must be tied to the "industry's recognized" index. If you can provide a reasonable index that can apply to the San Francisco Bay Area price escalation elevator commodity and service group, and consistent with the market condition, the District will review for consideration.

Item 18

QUESTION: Pg 28: References a 3rd party company for answering service calls. Schindler Elevator can provide 24/7 communication at no additional cost for using our call center services / emergency. We would like to clarify how the school district prefers to have these communications setup and if our call center services would be acceptable to the school district.

ANSWER: Please see answer on #15

Item 19

QUESTION: Response times for service calls during regular hours are listed as 2 – 3 hours on page 23 and 1 hour on page 24 and page 28. After hours response times are listed as 2 hours on page 24. Response times for service calls with trapped passengers are listed as 30 minutes on page 28. What should the response time be for service calls without trapped passengers during regular business hours? What should the response time be for service calls without trapped passengers outside of regular business hours? What should the response time be for service calls with trapped passengers during regular business hours? What should the response time be for service calls with trapped passengers outside of regular business hours?

ANSWER:

Emergency response for trapped passengers during school hours (7:00am to 4:00pm)	30 Minutes
Emergency response for trapped passengers after hours	30 minutes
Non-Emergency response times during school hours	2- 3 Hours
Non-Emergency after school hours	24 Hours

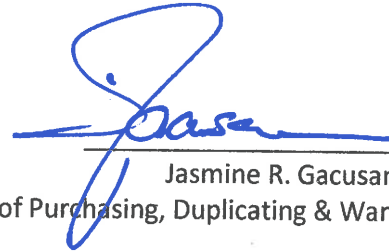
Item 20

QUESTION: Under the Manpower section on page 23, it states: "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." Are you requesting a resident mechanic whose route **only** consists of the units in this contract?

ANSWER: No, please see answer on #11

End of Addendum

When submitting your bid, please be sure to acknowledge the receipt of all addenda on the form of proposal.



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