



San Ramon Valley Unified School District

REQUEST FOR BID

RFB # 785

For

Fire & Intrusion Alarm Monitoring & Maintenance Service

For: DISTRICTWIDE

Bids must be received no later than:

Tuesday, October 2, 2018 @ 3:00 PM (Pacific Time)
NO MINUTES, NO SECONDS

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

www.SRVUSD.NET

TABLE OF CONTENTS

NOTICE FOR BIDDERS	Page 3
INTRODUCTION	Page 4 - 5
INSTRUCTIONS & CONDITIONS	Pages 6 - 15
SPECIAL PROVISION	Pages 16 - 19
SCOPE OF WORK	Pages 20 - 23
BID FORM AND PRICING SCHEDULE	Pages 24 - 27

SCHEDULE and FORMS (must be returned along with the Bid Form):

- A – Reference
- B – Fingerprint Certification
- C – Survey – Qualification and Questionnaire
- C.1 – Monthly Reports
- C.2 – Preventive Maintenance Program
- D – Acknowledgment of Addenda
- E – Non-Collusion
- F – Worker’s Compensation Certificate
- G - Designation of Subcontractors
- H – Proof of Insurance

Additional Exhibits:

- List of Monitored Devices
- 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 # 785

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:

**FIRE & INTRUSION ALARM MONITORING & MAINTENANCE SERVICE
FOR
DISTRICTWIDE**

Each bid must be sealed, marked with the RFB # 785 and titled "FIRE & INTRUSION ALARM MONITORING & MAINTENANCE SERVICE FOR DISTRICTWIDE" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES, NO SECONDS on Tuesday, October 2, 2018

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.

PRE-BID CONFERENCE: A bidder's conference will be held on **Friday, September 21, 2018 @ 11:00 am** at Service Center, 3280 Crow Canyon Rd, 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 to attend this conference to address any questions or clarifications.

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 25, 2018 @ 11:00 am (Pacific Time).

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

Publish Dates: September 12 and 19, 2018

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) covers an 18 square mile area, encompassing the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities in east San Ramon) as well as a small portion of the cities of Walnut Creek and Pleasanton. The District is comprised of 36 schools serving more than 32,000 students in Transitional Kindergarten through Grade 12.

The District employs approximately 4,500 people, hiring 250-300 employees per year. With an annual operating budget of over \$337 million, SRVUSD receives more than \$17 million per year in parent/private donations, and approximately \$6.9 million per year from a local parcel tax.

Facts and Figures

36 Schools (22 elementary schools; 8 middle schools; 4 comprehensive high schools; 1 continuation high school; 1 independent study school)

Additional information on SRVUSD can be found at: www.srvusd.net

CALENDAR OF EVENTS

Event	Date	
Legal Advertisement	Sept 12 and 19, 2018	Daily Journal – San Ramon Valley Times
Bidder’s Conference	Fri, Sept 21, 2018 @ 11:00 am	Maintenance Conference Room
Questions/Clarification Deadline	Tues, Sept 25, 2018 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	Tues, Oct 2, 2018 @ 3:00 pm	Purchasing Conference Room
Evaluation Period	7 – 10 working days after bid opening	Purchasing & Maintenance
Board Approval	Tues, Oct 23, 2018	District Office
Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.		

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

FIRE & INTRUSION ALARM MONITORING & MAINTENANCE SERVICE4

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. Bidders shall fully inform themselves of all conditions, in, at, and about the job site, if any, and any work that may have been done thereon. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 785.

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 a SUPERIOR LEVEL of fire & intrusion alarm monitoring & maintenance services for the San Ramon Valley Unified School District (SRVUSD), and annual inspections in accordance with the specifications, terms and conditions contained herein. Therefore, the Contractor is expected to provide the full range of alarm monitoring & maintenance services as described in these specifications. Miscellaneous new installations may be required from time to time based on rates provided on this bid response.

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 on a Master Purchase Agreement.

ESCALATION AND DE-ESCALATION

Unit prices must remain fixed for a period of one (1) year. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Contractor shall submit a written request for price adjustments at least sixty days (60) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by of the SRVUSD Purchasing Department and shall remain firm for the entire term of the renewal contract year.

Products or services supplied pursuant of this contract shall be subject to market indicators causing fluctuation as indicated herein; (ie. conditions brought about due to the industry's change or any applicable and verifiable data). 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 **Tuesday, October 2, 2018 at 3:00 pm (Pacific Time) and no minutes, no seconds.** 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 **Friday, September 21, 2018 @ 11:00 am at Maintenance Conference Room, 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.

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 25, 2018 at 11:00 am**. No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the scope of work 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.

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.

BASIS OF AWARD

San Ramon Valley Unified School District intends to award to the lowest responsive, responsible bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. 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. Bidder must

demonstrate in their Bid response that they have the available resources necessary to successfully provide SRVUSD's requirements.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

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.

AWARD OF CONTRACT

A written purchase order and mutually signed contract 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 and contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

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

San Ramon Valley Unified School District reserves the following options:

1. 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.
2. The right to waive any informality or non-substantive irregularity as the interest of the District may require.
3. The right to award in whole or in part.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept Contractor's signed offer and issue a purchase order directly to the Contractor based on this bid document.
8. The right to add additional sites during the life of the contract with all terms and condition remaining the same as prescribed in this bid solicitation.
9. 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.
10. The District reserves the right to visit and conduct a site tour of the Contractor's Central Station prior to award of bid.

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

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).

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.

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 if it involves labor and materials. 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 (if required) and insurance. 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

Failure to notify the District in writing of a "no bid response" 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, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals 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 and correct 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>

CERTIFIED PAYROLL RECORDS

The Contractor shall maintain payrolls and basic records relating thereto during the course of the work for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide various fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

Upon request in writing by the San Ramon Valley Unified School District, the contractor shall, within five (5) working days, furnish a certified copy of the latest payroll period prior to the date of said request. The request may be on a monthly basis to verify prevailing wage. This record shall reflect payments for all of the Contractor's employees working under this contract during the payroll period. The District may request copies of any or all such payrolls during the life of this contract.

SUBCONTRACTS

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 4100-4114, inclusive, every bidder shall, on the enclosed form set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid and the portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-

half (1/2) of one percent (1%) of the bidders total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the District, either substitute any person as subcontractor in place of the subcontractor designated in the original bid, permit any subcontractor to be voluntarily assigned or transferred, allow the work to be performed by anyone other than the original subcontractor listed in the bid or sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor. SRVUSD shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the contract documents shall be held to create a direct contractual relationship between any subcontractor and the District.

No subcontractor will be recognized as such; all persons engaged this contract will be considered employees of the Supplier, and he will be held responsible for their work that shall be subject to all the provisions of the contract document.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

CHANGE ORDERS

SRVUSD may prescribe a modification of requirements or methods of work, and for such purposes, the District may, at any time during the life of the contract, by written order make such changes, as he shall find necessary. If such changes increase or reduce the quantity or amount of work to be done, the contract price shall be subject to an equitable adjustment.

All contract changes, such as changes in the scope of work, must be handled as Contract Change Orders. Contract Change Orders shall be in writing and authorized in advance by both the Project Manager and the Purchasing Department.

The Contractor shall proceed to immediately perform the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes, or in time required to complete the contract due to the changes.

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.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

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.

TOBACCO FREE SCHOOLS

State law prohibits tobacco or use of tobacco on any of District property.

NON-INTEREST OF DISTRICT OFFICIALS

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

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; Master Purchase/Contract Agreement, Exhibits, Survey/Questionnaire, 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 FIVE (5) years. Use provided reference list form.

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

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

_____ **MONTHLY REPORTS (C.1) - must be returned along with the bid form**

_____ **PREVENTIVE MAINTENANCE PROGRAM (C.2) - 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 (Schedule H) – must be returned along with the bid form.
ENDORSEMENT– *submitted by successful bidder after award of bid & as part of contract submittals.***

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

GENERAL REQUIREMENTS

1. Must possess all C-7 or C-10 Contractor's License, permits, 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 five (5) 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 fire and intrusion alarm maintenance and service for at least five (5) 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, contractor's personnel are required to check-in with the site's office manager or front desk.
6. District may or may not require a site or tour visit of the central station prior to award of this bid.
7. Monthly written report of all inspections, responses, repairs and alarm activities must be submitted to the Director of Maintenance and Grounds or his designee.
8. Bidders must bid on all services and devices listed in the proposal.

TECHNICIANS

Assigned technicians shall have a minimum of five (5) year experience in the field and report of findings/outcomes shall be provided upon site departure for each service call.

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.

SYSTEM CHANGES AND UPDATES

Contractor shall coordinate all connections and changes with the Director of Maintenance and Grounds or his designee to minimize interference with the normal school functions.

WORKMANSHIP AND QUALITY LEVEL

All work shall be performed by experienced and qualified staff that are directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through a competent foreman as required to implement modern methods and procedures.

The Contractor shall be responsible for the skills, methods and actions of all employees,

subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the San Ramon Valley Unified School District to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal supervision to the work and be available for consultation with the Director of Maintenance and Grounds or designated representative, a minimum of twice per month, or at a schedule mutually agreed upon.

WARRANTY

Contractor guarantees and warrants that the work provided in accordance with generally accepted industry standards, practices, and principles applicable; be of merchantable quality; be fit for San Ramon Valley Unified School District's particular needs and purposes; and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the forgoing warranties is breached, Contractor shall correct all defects and nonconformities; be liable for all direct, indirect, consequential, and other damages suffered by District or other persons; and defend and indemnify the District from any claim asserted by any person resulting in whole or in part from such breach. Unless otherwise specified, goods shall be warranted by their manufacturer for a minimum period of 12 months after acceptance by San Ramon Valley Unified School District.

LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damages done to the District's property that resulted from the Contractor's operations.

ROUTINE MAINTENANCE

Maintenance shall include all labor and materials necessitated by wear and tear of the systems excluding acts of vandalism, accidental breakage, and misuse of the system, roof leaks and acts of God. Panels are specifically included in maintenance and inspection of all systems.

CERTIFIED INSPECTIONS

Schedule and provide for all required inspections, UL certificates, renewals, and reports as required by NFPA, local and State agencies.

RESET

Contractor will reprogram all site security codes once a year or "as needed" upon request from the District.

RESPONSE TIME

The Contractor shall be required to respond immediately 24/7/365 and within 30 minutes to any inquiries, telephone calls, and emergency situations emanating from authorized District staff. The Contractor shall provide a cell phone number in-case such emergency situation occur.

Should the Contractor fail to respond to emergency situations within 30 minutes, the District at its sole discretion, can call alternate resources and vendors to correct and fix emergency. Any costs

incurred by the District will be subtracted from the Contractor's monthly compensation.

There shall be four (4) hour maximum response time for repair service calls on a 24/7/365 basis.

CONTRACTOR INVOICE AND PAYMENT INFORMATION

1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Maintenance Department, 3280 Crow Canyon Rd, San Ramon, CA 94583. Each invoice shall indicate Contractor's name and mailing address, SRVUSD's agreement and/or Purchase Order number, and the beginning and ending billing dates.

2. Payment

Billing is in arrears or paid at the end of the service period once a month. Unless a specific term discount is offered, SRVUSD will make payment within 30 calendar days after receipt of invoice by the District. Where the Contractor offers a payment discount, the District will take this into consideration when making payment. The District, at its option, may verify the correctness of the invoice.

3. Right to Withhold Payment

The San Ramon Valley Unified School District may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a) Defective work not remedied in accordance with provisions of the Contract Documents
- b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c) Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d) Damage to other work or property
- e) Failure of the Contractor to maintain all records as required; submitting progress schedules, weekly payroll records and any other such items as may be required by this specification.

SCOPE OF WORK

For

FIRE AND INTRUSION ALARM MONITORING AND MAINTENANCE SERVICES

The San Ramon Valley Unified School District is requesting Bids for Fire and Intrusion Alarm Monitoring and Maintenance Services at various locations. Contract will call for a District wide monitoring, maintenance and annual inspection of Fire and Intrusion Alarms. Miscellaneous new installation could occur from time to time based on the Contractor’s submitted rates

FIRE ALARM DEVICE	TOTAL
BURGLAR	94 burglar zones
PANIC	1 panic button
ELEVATOR	40 elevator phones
FREEZER	4 freezer temperature alarm
AED	46 AED machine alarm
FACP	49 fire alarm control panel
INITIATING	10,633 smoke, heat, pull stations, flow switches, duct detectors
NOTIFY	4,578 horns, strobes
FLOW	114 water flow switches for fire sprinklers
FACP-PS	214 fire alarm sub panels and/or power supplies

See additional exhibits for list of monitored devices.

All equipment, including transmitters, is owned by the San Ramon Valley Unified School District and no rental of equipment is involved in this RFB.

COMMISSIONING

Prior to submitting bid, Contractor will evaluate existing systems to establish points’ list, inventory parts, and establishing methods to assume monitoring. This expense shall be listed as a one-time cost as part of this bid.

MONITORING

Provide suitably qualified persons for assignments to monitor fire/life safety and intrusion alarm system for the San Ramon Valley Unified School District and all its sites in accordance with the other sections of this bid.

Monitoring shall be performed on a 24/7/365 basis by a local UL Certified Local Monitoring Station, approved by the San Ramon Fire District for providing central station fire alarm services and in proper accordance with NFPA 71 fire alarm monitoring services. Central station must be accessible at a local (925) area code and has a direct access to local police and fire agencies.

Fire Alarm:

Contact San Ramon Fire Department and follow up by calling SRVUSD authorized representatives. For fire alarm problem or trouble, contact SRVUSD representative.

AED Alarm:

Contact San Ramon Fire Department and follow up by calling SRVUSD authorized representatives. For AED alarm problem or trouble, contact SRVUSD representative.

Intrusion Alarm:

Contact San Ramon or Danville Police Department and follow up by calling SRVUSD authorized representatives. For intrusion alarm problem or trouble, contact SRVUSD representative.

Freezer Alarm:

Contact SRVUSD authorized representatives. For freezer alarm problem or trouble, contact SRVUSD representative

Panic Alarm:

Contact San Ramon or Danville Police Department and follow up by calling SRVUSD authorized representatives. For panic alarm problem or trouble, contact SRVUSD representative.

District require a non-supervised system for opening/closing with an auto log and records which code was used to arm or disarm the system at the Central Station.

Monitoring shall be quoted as total cost per month.

A call list will be provided.

REPORTS & INSPECTIONS

Contractor shall provide monthly written reports of all inspections, responses, repairs and alarm activities. Price shall include testing of fire alarm systems according to NFPA 71 with complete documentation provided to the District and in accordance with the following:

1. Fire Alarm Panels

Inspections

- Quarterly
 - Check all panels for damage, defect or inoperative. Illuminate lamps and light emitting diodes (LEDs) on Fire Alarm and Annunciator panels
- Semi-Annual
 - Fuse check/replacement and ratings

Testing

- Semi-Annual
 - Operate a device on each initiating circuit. Each device tested should be operated in its normal manner, except break rods which may be removed from Monitoring Stations. Record the device tested on each initiating circuit so that different devices can be used in subsequent tests. Listen to all signaling devices and record the location of any which are inoperative.
 - Remove fuses and check ratings
- Annually
 - Test the Supervisory device circuit by disconnecting a conductor from its

terminal in the Control Panel. Once a trouble signal is received, reconnect the wire to its terminal and reset the Control Panel. Repeat the test for all supervised circuits.

- Test the primary power supply by disconnecting the primary power and make sure the Fire Alarm System performs normally using the secondary source of power.

Maintenance

- Perform maintenance on any components or parts which fail to operate properly during testing and as per manufacturer's specifications.

2. Smoke Detectors

Inspections

- Semi-Annual
 - Visual inspect all detectors for damage or obstruction

Testing

- Annually
 - All detectors shall be tested for sensitivity using either a calibrated test method, or the manufacturer's calibrated sensitivity test instrument, or any other method listed in NFPA 72E, Chapter 8, Section 3/3, 4-2. Detectors found to have a sensitivity 0.25 percent/ft obscuration or more outside the listed and marked sensitivity range shall be cleaned and recalibrated or replaced.
 - Functionally test 100% of all detectors through the systems with all auxiliary functions activating.
 - Perform maintenance on any component parts that fail to operate properly during testing.

Maintenance

- As Needed
 - All smoke detectors shall be removed and cleaned and sticker attached to inside base with Technician's initial and date of service performed.

3. Heat Detectors

Inspections

- Semi-Annual
 - Visual inspection of all heat detectors for damage or obstruction

4. Manual Pull Stations, Bells and Horns

Inspections

- Semi-Annual
 - Check all manual stations, bells and horns for damage or obstruction

Testing

- Semi-Annual
 - Operating test of Manual Pull Stations shall consist of pulling the face of the station in the manner indicated on the device. Break rods can be removed and then reinstalled after testing.

- Listen to all signaling devices and record and repair any which are inoperative.

Maintenance

- Perform maintenance and repair any components or parts which fail to operate properly during the testing and as per manufacturer's specifications.

5. Waterflow Switches

Inspections

- Quarterly
 - Visual inspect all waterflow switches for damage and obstruction

Testing

- Annually
 - Test all flow switches by opening the inspectors test connection. When completed with test, attach a sticker to device with Technician's initials and date service performed.

Maintenance

- Perform maintenance and repair any components or parts that fail to operate properly during testing.

6. Smoke Dampers

Inspections

- Annually
 - Visual inspect all dampers for damage or obstructions

Maintenance

- Annually
 - Check hinges and other moving parts to see that they are operable. Perform maintenance and repair on any components that fail to operate properly during testing.

BID FORM

For

Fire & Intrusion Alarm Monitoring & Maintenance Service

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 #785

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. No additional charges will be allowed after award of bid. 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.

Base Bid			
Item	Service/Device		MONTHLY AMOUNT (lump sum, all labor, materials, equipment, transportation, disposal, licenses, fees and permits)
1	BURGLAR	burglar zones	94 \$
2	PANIC	panic button	1 \$
3	ELEVATOR	elevator phones	40 \$
4	FREEZER	freezer temperature alarm	4 \$
5	AED	AED machine alarm	46 \$
6	FACP	fire alarm control panel	49 \$
7	INITIATING	smoke, heat, pull stations, flow switches, duct detectors	10,633 \$
8	NOTIFY	horns, strobes	4,578 \$
9	FLOW	water flow switches for fire sprinklers	114 \$
10	FACP-PS	fire alarm sub panels and/or power supplies	214 \$
TOTAL (Monthly AMOUNT)			\$ _____ PER MO
			X 12 MOS
GRAND TOTAL (ANNUAL COSTS)			\$ _____ PER YR
BASE BID			

NON-CONTRACT SERVICES (Supplemental price sheet)	
Additional Site/New Installation	
Burglar & Fire Systems	\$ _____ per mo
Three Elevator Alarms	\$ _____ per mo
HOURLY RATE: REPAIR	
Regular business hours (Mon – Fri, 8 am – 5 pm)	\$ _____ per hour
After Hours (Mon – Fri, after 5 pm)	\$ _____ per hour
Saturday – Sundays and Holidays (per hour)	\$ _____ per hour
HOURLY RATE: URGENT/EMERGENCY RESPONSE	
Regular business hours (Mon – Fri, 8 am – 5 pm)	\$ _____ per hour
After Hours (Mon – Fri, after 5 pm)	\$ _____ per hour

Saturday – Sundays and Holidays (per hour)	\$ _____ per hour
Travel Time	\$ _____ per hour
Parts/Supplies Will the District be charged with a mark-up on parts or supplies? () Yes () No If yes, describe pricing mark-up.	_____ % mark-up from factory

DISCOUNT ON MULTI-YEAR COMMITMENT

2 year contract _____ % discount off annual base bid
3 year contract _____ % discount off annual base bid
4 year contract _____ % discount off annual base bid
5 year contract _____ % discount off annual base bid

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 _____

THE REPRESENTATIONS 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.

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

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 within a 30-mile radius of SRVUSD so that we may inspect the area if necessary:

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:	

SCHEDULE B

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

H:\AnnsDocs\Fingerprinting/FormB

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

SCHEDULE C

SURVEY – QUALIFICATION and QUESTIONNAIRE 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 C-7 or C-10 State license to perform the work in conformance with the provisions of the State Business and Professions Code.
4. Office location supporting the District’s account.
5. Describe the functional structure of your organization (ie. supervision of maintenance staff, office staff, etc).

6. Describe monitoring & maintenance services background. Include experience and qualifications as it applies to past and current references.

7. List any additional information relevant to this bid solicitation that will be helpful in evaluating your ability to successfully operate the business.

8. Are you engaged in any litigation, which could affect your ability to perform under this agreement?

YES _____ NO _____ If yes, give details in an attached statement.

9. Name of Bidder and address as it is to appear on a Master Purchase Agreement.

10. If awarded the contract, the Bidder intends to carry on the business as: an individual (), Partnership (), Joint Venture (), Corporation (), other (). If "other", attach an explanation.

11. If partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Organization: _____

General or Limited Partnership: _____ (if applicable)

Agreement Recorded: _____ (County); _____ (State); _____ (date)

Registered in California? _____ (yes) _____ (no), If yes, when? _____

12. Have you ever had a bond or surety denied, canceled, or forfeited?

YES _____ NO _____ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

13. Have you ever declared bankruptcy or been declared bankrupt?

YES _____ NO _____ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets in an attached statement.

14. Have any agreements held by you for the same or similar services ever been canceled before end of contract date?

YES _____ NO _____ If yes, give details in an attached statement.

15. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues for fire & intrusion alarm services?

YES _____ NO _____ If yes, give details in an attached statement.

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

SCHEDULE C.1

MONTHLY REPORTS

- Submit a sample of detailed description of your monthly written reports of all inspection, responses, repairs and alarm activities intended to ensure a successful fire & intrusion alarm monitoring & maintenance service program. This shall include, but not limited to, the frequency of quality assurance inspections and visits, standards of performance and all other acts performed.
- List at least three (3) facilities/customers similar in size and scope where you've used the report being submitted. Provide contact names and phone numbers on said customers.

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

SCHEDULE C.2

PREVENTIVE MAINTENANCE PROGRAM

- Submit a sample of detailed description of your complete maintenance program, including labor and materials necessitated by wear and tear of the systems excluding acts of vandalism, accidental breakage, misused of the system, roof leaks and acts of God.
- List at least three (3) facilities/customers similar in size and scope where you've used the report being submitted. Provide contact names and phone numbers on said customers.

****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:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> 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.

The undersigned declares:

I, _____ 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.

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

SCHEDULE H

Proof of Insurance

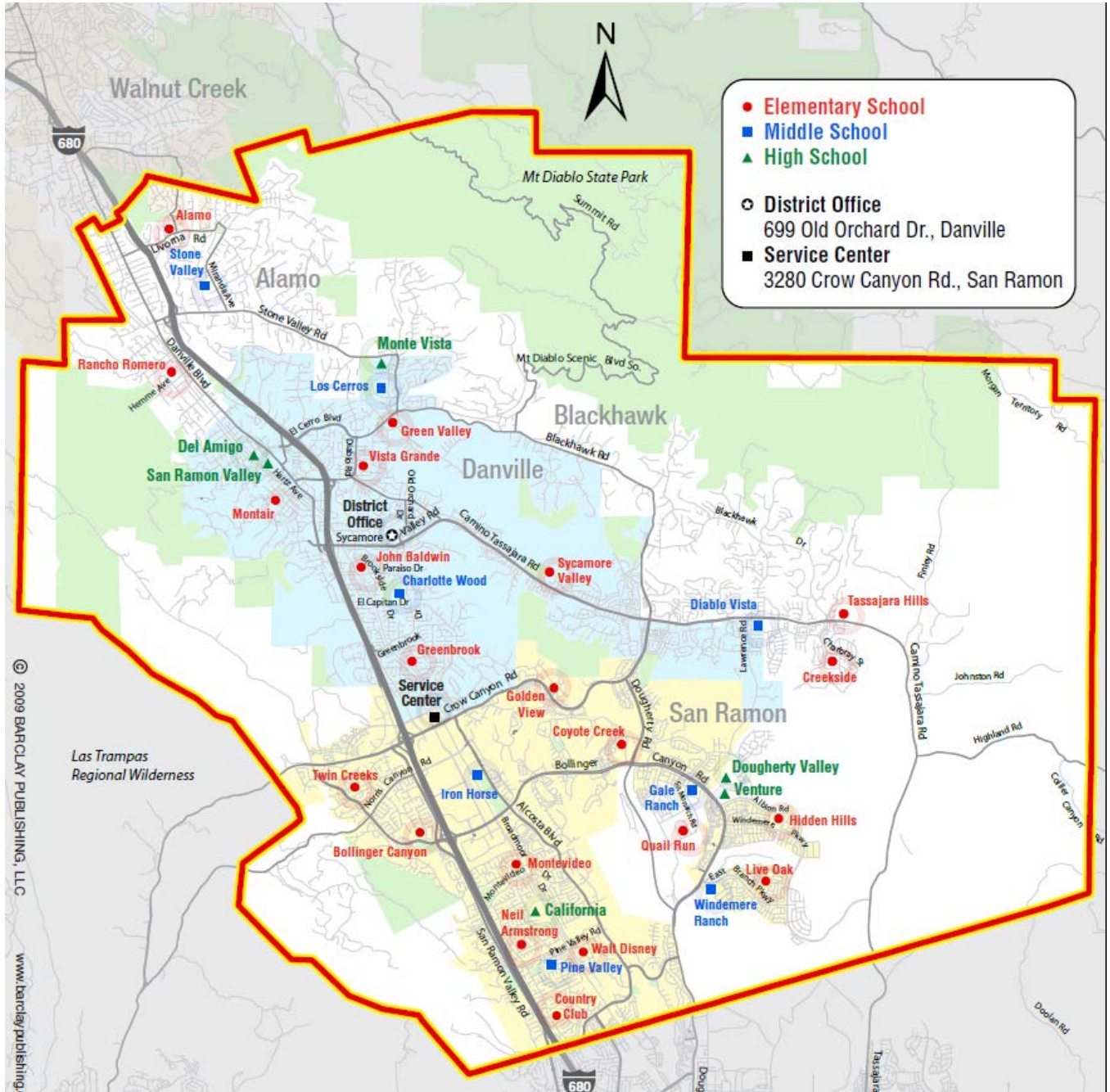
**SUBMIT copy of insurance liability coverage.
ENDORSEMENT WILL BE REQUIRED from the successful bidder after
award of bid and as part of contract submittals.**

LIST OF MONITORED DEVICES

SRVUSD DISTRICT WIDE MONITORING AND MAINTENANCE OF FIRE AND INTRUSION ALARMS

NAME	ADDRESS	BURG	PANIC	ELEVATOR	FREEZER	AED	FACP	Initiating	Notify	Flow	FACP+PS
1	ALAMO SCHOOL	2				1	1	100	51	0	1
2	BELLA VISTA	1		5		1	2	292	155	5	5
3	BOLLINGER CANYON ELEM	2				1	1	217	72	5	11
4	CAL HIGH	14		9	1	3	1	722	417	11	26
5	CHARLOTTE WOOD SCHOOL	1				2	1	262	95	2	4
6	COUNTRY CLUB SCH OOL	2				1	2	175	70	0	3
7	COYOTE CREEK ELEMTRY	1	1			1	1	259	103	0	5
8	CREEKSIDE ELEMENTARY	1				1	1	302	117	4	6
9	DEL AMIGO SCHOOL	1				1	1	64	32	0	0
10	DIABLO VISTA MIDDLE	2		1		2	1	494	127	3	8
11	DOUGHERTY HIGH SCHOOL	10		7		3	1	877	458	19	10
12	EDUCATION CENTER	3				1	1	89	22	0	1
13	GALE RANCH	1		3		2	1	337	184	5	7
14	GOLDEN VIEW ELEMENTARY	1				1	1	157	18	1	1
15	GREEN VALLEY	2		1		1	1	168	82	1	7
16	GREENBROOK ELEMENTARY	1				1	1	244	133	6	12
17	HIDDEN HILLS ELEM	1				1	2	216	97	0	6
18	IRONHORSE MIDDLE SCH OOL	2		1		1	1	619	133	2	11
19	J BALDWIN SCHOOL	1				1	1	218	90	7	7
20	LIVE OAK ELEMENTARY	2				1	1	244	121	8	4
21	LOS CERROS P1 MATH	1				1	2	364	103	1	5
22	MONTAIR SCHOOL	1				1	1	154	77	0	3
23	MONTE VISTA HIGH	11		8	1	2	3	859	367	3	20
24	MONTEVIDEO SCHOOL	1				1	1	115	20	1	0
25	NEIL ARMSTRONG SCHOOL	1				1	1	163	122	0	4
26	PINE VALLEY	2				1	2	240	150	3	4
27	QUAIL RUN ELEMENTARY	1				1	1	277	109	9	6
28	RANCHO ROMERO	2				1	2	136	76	0	5
29	SAN RAMON HIGH	10		2	1	3	3	675	375	6	11
30	SERVICE CENTER	4				1	2	127	23	2	1
31	STONE VALLEY SCHOOL	1				0	1	186	55	0	1
32	SYCAMORE VALLEY ELEMENTARY	1				1	1	191	61	1	1
33	TASSAJARA ELEMENTARY	1				1	1	187	69	1	2
34	TWIN CREEKS ELEM	2		1		1	1	132	72	0	1
35	VENTURE SCHOOL					1	1	40	32	1	1
36	VISTA GRANDE SCHOOL	1				0	1	159	65	0	7
37	WALT DISNEY SCHOOL	1				1	1	187	81	1	1
38	WINDEMERE MIDDLE SCHOL	2		2		1	1	385	144	6	6
TOTALS		94	1	40	4	46	49	10,633	4,578	114	214

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.

1.27 REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.