



San Ramon Valley Unified School District

REQUEST FOR BID

RFB #889

FOOD SERVICE- EQUIPMENT MAINTENANCE AND REPAIR SERVICES

For: Child Nutrition

Bids must be received no later

November 30, 2022 @ 3:00 PM (Pacific Time)

&

NO MINUTES, NO SECONDS

Deliver response via email to the

Attention of the Director of

Purchasing or Designee

purchasing@srvusd.net

www.SRVUSD.NET

TABLE OF CONTENTS

NOTICE FOR BIDDERS	Page 3
INTRODUCTION	Page 4 - 5
INSTRUCTIONS & CONDITIONS	Pages 6 - 14
SPECIAL PROVISIONS GENERAL REQUIREMENTS	Pages 15 - 17
SCOPE OF WORK	Pages 18
BID FORM	Pages 19 - 21
SCHEDULE and FORMS (must be returned along with the Bid Form):	
A – Reference	
B – Debarment Notice	
C – Acknowledgment of Addenda	
D – Non-Collusion	
E – Worker’s Compensation Certificate	
F – Designation of Subcontractors	
G – Proof of Insurance	
H – Schedule of Fees & Charges	
I – Company Profile	
J – Current Equipment & Brands Serviced	

Additional Exhibits:

District Boundary Map
Provision for Purchase of Work and Services

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

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

NOTICE TO BIDDERS

RFB #889

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:

FOOD SERVICE- EQUIPMENT MAINTENANCE AND REPAIR SERVICES

Each bid must be sealed, marked with the RFB #889 and titled " FOOD SERVICE- EQUIPMENT MAINTENANCE AND REPAIR SERVICES" and returned no later than:

3:00 pm (Pacific Time) and no minutes, no seconds on Wednesday, November 30, 2022.

to the office of Purchasing Director or designee of the San Ramon Valley Unified School District, 699 Old Orchard Drive, Danville, CA 94526. 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 via email, 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 or designee prior to the bid opening deadline date and time. The District will not be responsible for late submissions. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than November 28, 2022 @ 11:00 am (Pacific Time).

Publish Dates: November 18 & 23, 2022

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 is governed by a Board of Education and complies with current government procurement practices. 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	
Public Notice	November 18 & 23, 2022	Daily Journal – San Ramon ValleyTimes
Questions/Clarification Deadline	November 28, 2022 @ 11:00 am	Purchasing@srvusd.net
Answers Posted	November 29, 2022@ 11:00 am	Bid Website
Bid Deadline	November 30, 2022 @ 3:00 pm	Purchasing@srvusd.net
Interviews	December 5-6, 2022 (TBD)	Child Nutrition Department
Board Approval	December 13, 2022	District Office

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”.

DEADHEAD CHARGE/DEADHEADING – Is the movement of commercial vehicle in non-revenue mode for logistical reasons.

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 or designee”, “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.

INSTRUCTIONS and CONDITIONS

BIDDERS RESPONSIBILITIES

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB #889.

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

The San Ramon Valley Unified School District's Child Nutrition Department (CN Department) is seeking a service provider that has the depth, breadth, and quality of resources necessary to provide food service equipment maintenance and repair services. (More information provided in Scope of Work section.)

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. Vendor shall submit a written request for price adjustments at least sixty (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; (i.e. conditions broughtabout 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 reductionfor 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-U) or Producer Price Index (PPI) will be used to test reasonableness of price escalation if applicable. Bidder will implement no changes to prices, or interpretations of purchase order terms without the express, *advance* concurrence and consent of the Purchasing Director or designee of the District.

In the event price adjustments are inconsistent with market conditions, and/or not accepted, the San Ramon

Valley Unified School District may award the line item(s) originally awarded to a vendor to the next lowest bidder, if that bidder agrees to hold their initial bid price for that line item, or may rebid.

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 or designee.

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 unless otherwise noted. 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 or designee via email and 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. 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 in person or by email (PURCHASING@SRVUSD.NET), at the office of the Purchasing Director or designee located at 699 Old Orchard Drive no later than **WEDNESDAY, NOVEMBER 30, 2022 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.

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 **Monday, November 28, 2022 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.

CONTACT

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing or designee, at purchasing@srvusd.net.

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; provided, however, pursuant to Education Code 39802, if the Director of Child Nutrition and Director of Purchasing or designee at their discretion believes that the public interest will be best served by accepting other than the lowest bid, they retain the option to recommend to the Board of Education that the Contract be let to the other than the lowest bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications, and references provided by the Bidder. Because it is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given opportunity to provide available services in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Therefore, upon contract award, the District will offer available services to the lowest bidder and as the need arises, progress to the next qualified low bidder, third qualified lower bidder etc.

The District reserves the right to consider any other pertinent information in determining which Contractor can best serve the 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 District 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/or mutually signed contract will be furnished to the successful bidder within time for acceptance specified, resulting 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.

Once the Contract has been awarded by the District, the Contractor, **within fifteen (15) calendar days**, shall submit all endorsements, insurance, liability, background check certification and all other submittals contributing to the successful execution and completion of contract which must be submitted prior to start of any services.

FAILURE TO PERFORM FOLLOWING AWARD

If Bidder to whom an award is made, refuses or fails to execute the Contract and return all the required submittals within fifteen (15) working days after notice, the Director of Child Nutrition and Director of Purchasing or designee at their discretion may determine that the Bidder has abandoned their proposal, declare the award of the Contract null and void, and accept the bid of the next lowest responsive and responsible bidder or any other bidder pursuant to the requirements set forth above. The Purchasing Director or designee may elect to remove Bidder from any future invitation on any SRVUSD bid solicitations.

ESTIMATED USAGE QUANTITIES

This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed at the prices bid.

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 supplier based on this bid document.
8. The right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) day notice of such termination.

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 or designee 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. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

PUBLIC RECORDS

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

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

TAXES

Taxes shall not be included on the proposed prices. The District is subject only to the State of California, Contra Costa County sales tax, which will be collected by the vendor (if applicable or any). Federal excise taxes are not applicable to school district, 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.

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 proof of

insurance etc. and all other documents required to complete a successful contract agreement. 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.

FAILURE TO BID

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

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.

NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State and Local laws, rules and regulations in regards to employment within the State of California. All employees shall be legally qualified to work in the United States and the Contractor agrees to provide verification of compliance with this requirement upon the request of the District. Contractor agrees that it shall not unlawfully discriminate against employees based on race, ancestry, national origin, ethnicity, religion, age, gender, sexual orientation or physical or mental disability.

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.

FEDERAL AND STATE REGULATIONS

The bidder’s bid proposal and any contract entered into are subject to all applicable statutes of the United States or of the state of California and all applicable regulations and orders of the federal or state government now in effect of which shall be in effect during the period of such contract.

TRANSFER OF INTEREST

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

INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention 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, the 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 the 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 up 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>

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.

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.

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 it 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 Director of Child Nutrition and Director of Purchasing or designee.

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 conform.

INSURANCE REQUIREMENTS

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

Insurance	Minimum Limits of Liability
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

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.

REGISTERED SEX OFFENDER RESTRICTIONS

For work to be performed at schools, vendor agrees that no employee or employee of subcontractor has been adjudicated to be a registered sex offender or will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the contract.

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.

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

All items listed below must be submitted along with the bid response – Non-submittal will disqualify bidders and bid response will be considered non-responsive.

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 (Sched A)**

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.

_____ **Debarment Notice (Sched B)**

_____ **ADDENDA (Sched C)**

_____ **NON COLLUSION (Sched D)**

_____ **WORKER'S COMPENSATION FORM (Sched E)**

_____ **DESIGNATION OF SUBCONTRACTORS (Sched F)**

_____ **PROOF OF INSURANCE (Sched G)**

_____ **SCHEDULE OF FEES & CHARGES (Sched H)**

_____ **COMPANY PROFILE (Sched I)**

_____ **CURRENT EQUIPMENT AND BRANDS SERVICED (Sched J)**

GENERAL REQUIREMENTS

COMPANY PROFILE

The Proposer shall submit along with the bid response, the company profile as additional evidence of qualification, capability, financial resources, experience in the type of work required by the District.

BUSINESS PERMITS AND LICENSES

The Proposer, his employees, and his agents shall secure and maintain valid business permits and licenses that are required by law for the execution of this service agreement.

ACCOUNT MANAGER/SUPPORT STAFF

Contractor 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.

CONTRACTOR STATUS

The contractor represents him or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the District. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the District, its officers, agents and employees harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

CONTRACTOR INVOICE AND PAYMENT INFORMATION

1. Billing Instructions
Unless otherwise specified, all invoices shall be billed to: SRVUSD, Attn: Child Nutrition 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
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 to 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

The San Ramon Valley Unified School District's Child Nutrition Department (CN Department) is seeking a service provider that has the depth, breadth, and quality of resources necessary to provide food service equipment maintenance and repair services. (Licensed Repair Technician required where applicable and Factory Repair Certification preferred.)

The CN Department is currently seeking service and repair proposals for all kitchen equipment, inclusive but not limited to: freezers, refrigerators, ovens, (gas and electric), milk coolers, steam tables, kettles, slicers, warming cabinets, tilt skillets (gas and electric), garbage disposals, dishwashers, ice machines, combo ovens, as well as additional kitchen and serving equipment. See attachment D for list of current equipment and manufacturers.

The CN Department will be utilizing the services of the vendor(s) to (1) perform scheduled and preventative maintenance and needed repairs to existing food service equipment; and (2) replace worn or damaged parts or equipment components; (3) offer assistance to the CN Department to assess the feasibility of repair and/or recommend replacement or repair of indicated item(s) considering expected remaining useful life of item(s) and / or projected future total cost to own; (4) develop a written Preventative Maintenance / Repair plan with district staff review and update annually with a per site cost schedule when asked for by the CN Department. Refrigerators and freezers should have a bi-annual maintenance schedule.

Qualifications:

All service personnel must be properly licensed and certified per established industry standards. Proof of certification and or license must be submitted with proposal. Proof of industrial and / or commercial experience for at least five (5) years and references must be submitted with proposal. In lieu of five (5) years experience providing this service, verifiable proof of qualifications and references must be submitted.

The selected vendor(s) will not be asked to perform major equipment replacement, upgrades or new installations of food service equipment.

BID FORM

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, and everything required to be performed, and to provide and furnish services necessary to perform all of the work required in connection with:

RFB #889

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 or designee.

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. The 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.

REQUIRED INFORMATION

Please answer the following question in in your Bid Document:

- (1) How many years has your organization been in business?
- (2) Please identify your company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, delivery, quality or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.
- (3) Primary Account Representative: Please identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and documents. Include names, titles, address, phone number, and email addresses.
- (4) Customer Service: It is preferred that the vendor have an accessible customer service department with an individual specifically assigned to the CN Department. Customer inquiries should be responded to within 24 hours or one (1)-business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)
- (5) Provide the list of brands of equipment your company is authorized to service. (Schedule I)
- (6) List of XX references (Schedule A)

Pricing Schedule

Respondents shall provide pricing on the price sheet (Attachment A). Add rows to Attachment A for additional item(s) and or other service offerings that your company provides. Please also list parts markup percentage. Rates and costs provided on all forms should cover all related overhead, profit, supplies, materials, travel, etc., for the performance of work required. Requests for compensation beyond that stated in your bid submission will be rejected. If pricing varies based on geographic location regions serviced, please explain in your proposal. Respondents should indicate any discounts or promotional pricing available.

Price Guarantee

For the first twelve months of the agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above state time period.

Bid pricing must reflect Net 30 payment terms.

PROVIDE RATES BELOW

It is the intention of the District that all bids received will be compared to each other on a fair and impartial basis. The computation is designed to accomplish this purpose. The unit prices bid will be used to establish contract charges, if and when the District enters into an agreement with the Bidder.

Schedule of Fees & Charges (Schedule H)

JOB CATEGORY: SKILLED LABOR	RATE	JOB CATEGORY: GENERAL LABOR	RATE
HOURLY RATE	\$	HOURLY RATE	\$
OVERTIME RATE	\$	OVERTIME RATE	\$
SERVICE CALL CHARGE	\$		
COST OF MATERIAL MARK-UP	%		

OVERTIME IS AFTER HOURS AND WEEKENDS

PIGGYBACK CLAUSE

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

Yes, Piggyback Option Granted No, Piggyback Option Not Granted

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:	

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

SCHEDULE B

Debarment Notice

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Vendor (Company) Name: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Address: _____

Email: _____ Telephone: _____

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

SCHEDULE C

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 D

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

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has 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 E

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 Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the District and of its 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 F

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 District.

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 G

Proof of Insurance

SUBMIT copy of insurance liability coverage to fulfill requirement of Schedule G.

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

SCHEDULE H

Schedule of Fees & Charges

JOB CATEGORY: SKILLED LABOR	RATE	JOB CATEGORY: GENERAL LABOR	RATE
HOURLY RATE	\$	HOURLY RATE	\$
OVERTIME RATE	\$	OVERTIME RATE	\$
SERVICE CALL CHARGE	\$		
COST OF MATERIAL MARK-UP	%		

OVERTIME IS AFTER HOURS AND WEEKENDS

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

SCHEDULE I

COMPANY PROFILE

Official Name of Bidder:		
Street Address:		
City:	State:	Zip:
Website:		
Primary Contact Name:		Primary Contact Phone:
Primary Contact Email Address:		
Has your company been debarred by the Federal or State Government? Circle Yes No If yes, has it been lifted and if so, when?		
Signature:		
Name and Title of Signer:		
Date:		

Type of Entity/Organization (check one):

- Corporation
- Joint Venture
- Limited Liability Partnership
- Partnership
- Limited Liability Corporation
- Non-Profit / Church
- Other: _____

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

SCHEDULE J

**LIST CURRENT EQUIPEMENT AND BRANDS YOU SERVICE
AND ARE LICENSED TO SERVICE**

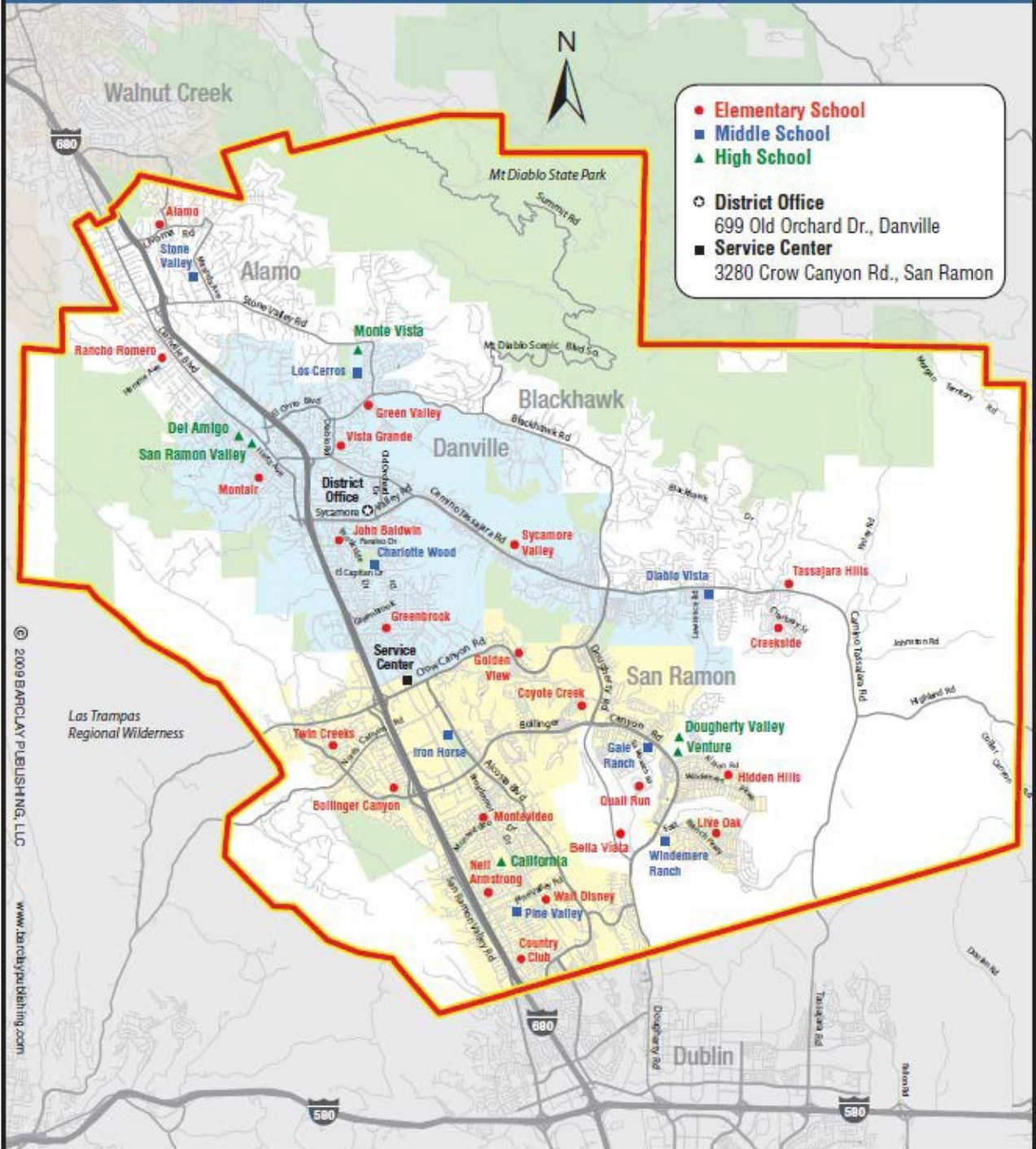
DISTRICT BOUNDARY MAP



San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, CA 94526

Phone: (925) 552-5500 | Fax: (925) 838-3147 | www.srvusd.net



**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 comply with all applicable, existing and future Federal, State and local 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, including but not limited to fingerprinting under Education Code 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and other legal requirements for the performance of duties and that failure to do so shall constitute materials breach.

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: If applicable, 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, or 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	\$5,000,000 per occurrence/\$5,000,000 aggregate
Automobile Liability	\$5,000,000

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 or designee. 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)

If applicable, 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.