CUPERTINO UNION
SCHOOL DISTRICT

REQUEST FOR QUOTE

ELEVATOR & WHEELCHAIR LIFT MAINTENANCE

RFQ NUMBER: 26-B05-08

Due Date: November 19, 2025 - 1:00 p.m.

Dana Ino
Director, Business Operations

Date: October 29, 2025

CUPERTINO UNION SCHOOL DISTRICT
REQUEST FOR QUOTES
RFQ #26-B05-08

Elevator & Wheelchair Lift Maintenance Services

NOTICE IS HEREBY GIVEN that the Cupertino Union School District, hereinafter referred to as the District, will receive up to, but not later than **1:00 p.m**. on **November 19, 2025,** sealed bids for the award of a contract to an elevator contractor for the above-referenced service.

A nonmandatory bid walk will be held on Nov. 5, 2025 @ 8:00 a.m. at Lawson Middle School, then proceed to Cupertino Middle School. Meet at the flagpole in front of the office.
Last day to submit written questions is Nov, 12, 2025 @ 3:00 p.m.

Bids shall be delivered and addressed to the Cupertino Union School District, Director, Business Operations, Door 10, 10301 Vista Drive, Cupertino, California 95014 and shall be labeled **Elevator & Wheelchair Lift Maintenance, RFQ No. 26-B05-08**. Any Bidder who wishes his or her bid to be considered is responsible for making certain that the bid is received in the Facility Modernization office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Facility Modernization office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

Specifications: Contractors may view Information regarding this RFQ on the District website at the following web address: Bid Opportunities - Cupertino Union School District.

For questions regarding this matter, please contact Dana Ino at ino_dana@cusdk8.org.

Dana Ino
Director, Business Operations

OVERVIEW AND SCOPE OF WORK

The Cupertino Union School District (hereafter the "District") seeks to enter into a 30-month (2 ½ year) contract aligning with our district fiscal calendar, with an option to renew each year for two additional years with a qualified firm for Elevator & Wheelchair Lift Maintenance Services whose response meets the District's requirements. If it is determined and mutually agreed upon that repair services are required, these costs will be invoiced separately and paid directly by the district based on the price list included in

It is the intent of these specifications, terms and conditions to describe elevator and lift maintenance services required by the Cupertino Union School District. The successful bidder shall provide maximum availability and minimum downtime of all District units through routine preventive maintenance, and will fulfill service requests in a satisfactory and prompt manner on an as-needed basis.

Background

The District has the following elevators and wheelchair lifts requiring routine maintenance and repair:

1. Cupertino Middle School — Lift
State Conveyance Number 169542
Garaventa Lift
Series 3 Genesis Opal Assy
Serial #60563

2. Cupertino Middle School — Elevator
State Conveyance Number 167795
AC3000 Modular Elevator
Hydraulic; Job/Serial # 130602TJ
Phoenix Modular Elevator, Inc.

3. Eaton Elementary School — Lift
State Conveyance Number 127420
Porch-Lift
Vertical Platform Lift
Serial or model numbers unavailable.

4. Hyde Middle School — Lift
State Conveyance Number 116450
National Wheel-O-Vator Co. Inc.
Model #BC42 — Serial #41093

5. Lawson Middle School — Lift
State Conveyance Number 135958
Porch-Lift
Vertical Platform Lift
Model #GH94-100 Electric Power Winder

6. Lawson Middle School — Elevator
State Conveyance Number 135959
Motion Control Engineering Co.
Model: HMC-1000-PHC
Serial #3114106
Programmable Hydraulic Controller

7. Lawson Middle School — Elevator
State Conveyance Number 167792
AC3000 Modular Elevator
Phoenix Modular Elevator, Inc.
Serial #130602TJ

8. Lincoln Elementary School — Lift
State Conveyance Number (none)
Porch-Lift
Vertical Platform Lift
Access Industries
Serial or model numbers unavailable.

9. Miller Middle School — Lift
State Conveyance Number 121045
Porch-Lift
Vertical Platform Lift
Access Industries Inc.
Serial or model numbers unavailable.

10. West Valley Elementary School — Lift
State Conveyance Number (none)
Wheel-O-Vator
Model #BC42 — Serial #38221

11. Blue Hills Elementary School - Lift
Wheelchair Lift State ID#190495
Garaventa Lift

These elevators and wheelchair lifts include hydraulic and electric units that transport students, staff, and visitors. Service requirements include routine preventive maintenance, and routine safety inspections. If it is determined and mutually agreed upon that repair services are required, these costs will be invoiced separately and paid directly by the district.

BIDDER QUALIFICATIONS

Bidder Minimum Qualifications:

a) Bidder shall be regularly and continuously engaged in the business in servicing elevators and lifts for at least five (5) years;

b) Bidder repair personnel shall be certified by the State of California as an elevator Certified Competent Conveyance Mechanic (CCCM). Photocopies of such certificates and/or licenses must be submitted with the bidder's response as ATTACHMENT A-2;

c) Bidder's repair personnel must be licensed journeymen elevator and lift mechanics who are in compliance with all governing laws and regulations regarding elevator and wheelchair lift maintenance;

d) Bidder shall provide competent, licensed, and qualified service people on site, in a timely manner, fully equipped with all tools and parts necessary to maintain and repair the specified unit(s);

e) Bidders must be able to respond to emergencies by having a service person on site within thirty (30) minutes for a stuck, occupied elevator or wheelchair lift, or within two (2) hours for an unoccupied elevator or wheelchair lift during normal business hours, after receiving a request. Note that the details of special requirements and hours for specific facilities will be outlined in the RFQ; and

f) Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ;

Bidder Specific Requirements:

1. Elevator and Wheelchair lift Preventive Maintenance

a) Bidder shall provide, as ATTACHMENT A-1, a comprehensive Maintenance Schedule for Elevator and Wheelchair lift Preventive Maintenance Agreement (PMA) for each location with the Bidder's bid response. The schedule shall include a schedule for routine inspection.

b) Bidder shall provide, as ATTACHMENT A-1, a Preventive Maintenance Agreement (PMA) and shall include a comprehensive list of all parts, services and remote diagnostics that are included in the PMA at no additional charge to the District, indicating how often these diagnoses are performed, and the checkpoints that will be inspected.

c) Bidder must submit rates for first half year (Jan-June), year two and year three for each unit bid, even if the values are identical for all two and a half years. Rates shall include all

preventive maintenance services as specified in the PMA and shall be submitted on ATTACHMENT A-1.

d) Bidder shall provide, as ATTACHMENT A-3, a comprehensive description of additional programs, services, and parts not included in a PMA being quoted for the elevator and wheelchair lift cars, machine rooms, elevator and wheelchair lift pits, and communication systems. This list shall include how often these diagnoses are performed and shall be submitted with the Bidder's bid response.

e) Bidder shall include cost for a five (5) year load test per traction and hydraulic elevators and wheelchair lifts with the Bidder's bid response, on ATTACHMENT A-1.

f) Bidder shall provide cost of fire recall testing per elevator and lift as prescribed by the State of California as part of their Preliminary Orders for permitting with the bidder's bid response, on ATTACHMENT A-1.

g) All rates quoted shall include travel time and mileage. No additional charges for travel, time or mileage will be acknowledged or paid for by the District.

h) After any emergency or regular repair, contractor shall immediately call the assigned Maintenance and Operations supervisor to notify of the status of repair.

i) Bidder and their employees must successfully pass the District's criminal background investigation/fingerprinting certification process. This is an individual clearance. The ID badge issued by the District must also be worn above the waist at all times while within any District school site.

j) Contractor shall maintain an on-site log containing the day, date, time, printed name, and written signature of the service person for all units and all site visits. A sample log shall be submitted with the Bidder's bid response, as ATTACHMENT A-4.

2. Phone Maintenance

a) Bidder shall include phone inspection as part of their elevator PMA.

3. Service Hours and Service Rates

a) A single unscheduled service response shall include all visits to a site from the time a unit is taken out of service until service resumes. Bidder shall provide unscheduled service responses in addition to routine scheduled preventive maintenance visits. Bidder shall specify the annual number of unscheduled service responses, included per site in the PMA at no additional cost, in ATTACHMENT B-1.

b) Bidder shall specify on ATTACHMENT B-1 the urgent hourly rate Mon.-Fri. 8:00 a.m. - 5:00 p.m., a rate of pay that applies to unscheduled service for an unoccupied elevator or lift during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

c) Bidder shall specify on ATTACHMENT B-1 the urgent hourly rate Mon.-Fri. 5:00 p.m. - 8:00 a.m., a rate of pay that applies to unscheduled service for an unoccupied elevator or lift during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

d) Bidder shall specify on ATTACHMENT B-1 the emergency hourly rate Mon.-Fri. 8:00 a.m. - 5:00 p.m., a rate of pay that applies to unscheduled service for an occupied elevator or wheelchair lift during the hours on Monday through Friday from 8:00 a.m. through 5:00 p.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

e) Bidder shall specify on ATTACHMENT B-1 the emergency hourly rate Mon.-Fri. 5:00 p.m. - 8:00 a.m., a rate of pay that applies to unscheduled service for an occupied elevator or wheelchair lift during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

f) Bidder shall specify on ATTACHMENT B-1 the hourly repair rate Mon.-Fri. 8:00 a.m. - 5:00 p.m., a rate of pay that applies to unscheduled repair service for an unoccupied elevator or wheelchair lift during the hours on Monday through Friday from 8:00 a.m. - 5:00 p.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

g) Bidder shall specify on ATTACHMENT B-1 the hourly repair rate Mon.-Fri. 5:00 p.m. - 8:00 a.m., a rate of pay that applies to unscheduled repair service for an unoccupied elevator or wheelchair lift during the hours on Monday through Friday from 5:00 p.m. through 8:00 a.m. if a site exceeds the allowed number of unscheduled service responses included in the PMA.

h) Bidder shall specify on ATTACHMENT B-1 the hourly rate for weekends and holidays, a rate of pay that applies to service hours on weekends and holidays, beginning at 5:00 p.m. the last business day and ending at 8:00 a.m. the following business day.

4. Required Response and Repair Times:

a) Contractor shall respond by having a service person on site within the following required response times after receiving a service request:

- Emergency response time for an occupied, nonoperable elevator or wheelchair lift must be within thirty (30) minutes.

- Urgent response time for an unoccupied, nonoperable elevator or wheelchair lift must be within two (2) hours.

- Response time for repairs, to complete the repair if possible, or begin repair process must be within twenty-four (24) hours of notification.

5. Holidays

Bid Form, ATTACHMENT B-1, District holidays listed as follows: New Year's Day and the day either before or after, Martin Luther King Jr.'s birthday, President's Day, the two days following President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day before and after Thanksgiving Day, and Christmas Day and the day either before or after.

Holiday rates begin at 5:00 p.m. on the last business day and end at 8:00 a.m. on the following business day.

Bidder shall submit a list of all holidays which they charge at the holiday/weekend rate with the Bidder's bid response as ATTACHMENT B-2.

6. Materials and Parts

The percentage over Bidder's cost the CUSD shall pay for materials and parts not routinely covered by the PMA shall be submitted with the Bidder's bid response, ATTACHMENT B-1.

Contractor is required to bid on all elevators and wheelchair lifts listed in this RFQ. No partial bids on the number of elevators or wheelchair lifts are acceptable.

7. Deliverables / Reports

Bidder shall provide copies of all relevant certifications held for both the company and any individuals expected to perform the services requested herein upon request.

8. Projected Time Table

	Issue Request for Quotes	October 29, 2025
	Advertise RFQ	October 29, Nov. 5, 2025
	Nonmandatory Prebid Walk	November 5, 2025 @ 8:00 a.m.
	Last day for questions accepted in writing only	November 12, 2025 @ 3:00 p.m.
	Bids Due	November 19, 2025 @ 1:00 p.m.
	Award Bid	December 12, 2025
	Issue Notice to Proceed	December 19, 2025
	Contract Begins	January 1, 2026

INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Cupertino Union School District.

BID OPENING AND BID RESULTS. Bids will be opened publicly after 1:00 p.m. on November 19, 2025 at 10301 Vista Drive, Door 10. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be posted on the District's website.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is November 19, 2025.** Bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Facility Modernization office, Door 10, 10301 Vista Drive, Cupertino, CA 95014, by 1:00 p.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Director of Instructional Technology before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

OFFERS OF MORE THAN ONE PRICE. Bidders are allowed not to submit more than one bid.

PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the Director, Business Operations promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Director, Business Operations. Questions regarding this solicitation must be submitted in writing by email to ino_dana@cusdk8.org. Any questions received after Nov. 12 @ 3:00 p.m. will not be addressed. Bidder's company name, address, phone and fax number, email address, and contact person must be included with the questions or comments. Oral questions may be presented at any prebid conference held for this solicitation.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes to the solicitation documents will be made by Addendum ***only***. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a prebid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by email and will be posted to the District's website. It is the Bidders' sole responsibility to ascertain that they have received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Bids offering terms other than those shown herein will be declared nonresponsive and will not be considered.

TERMS AND CONDITIONS

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The Cupertino Union School District may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days' written notice to the supplier/contractor. The District may cancel this contract WITH CAUSE at any time by giving ten (10) days' written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Director of Instructional Technology.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered nonresponsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District, in writing, within twenty-four (24) hours after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The District reserves the right to reject any bids, all bids, or any part of a bid. The District reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Cupertino Union School District.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the District.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The District is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The District reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The contractor shall fully inform himself or herself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He or she shall exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.

AUTHORITY OF THE CUPERTINO UNION SCHOOL DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS - BID SECURITY. Bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the Cupertino Union School District, amounting to ten percent ***(10%)*** of the bid, or by a bond in said amount and payable to said District, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited, or said bond shall become payable in case the Bidder depositing same does not within ***ten (10) consecutive calendar days*** after written notice, execute this contract. See below for "Substitution of Securities for Retained Funds."

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on District property, the successful bidder must have current state or city business license.

CHANGES IN WORK. The District may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEANUP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the District.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation,

promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

COOPERATION BETWEEN CONTRACTORS. The District reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his or her work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the District from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him or her because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The contractor shall coordinate his or her activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the contractor or his or her employee while working on the District's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. The contractor shall immediately report to the District any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He or she shall satisfy himself or herself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the Cupertino Union School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the District. It is expressly agreed by Contractor that in the performance of the services required under

this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the District.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar ***days*** of award of contract, Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as follows: Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance**: $1,000,000 for each occurrence and $2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto**: combined single limit of $1,000,000 **Workers' Compensation**: Statutory limits; and **Employers' Liability**: $1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to cancellation. The Cupertino Union School District, its officers and agents shall be named Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS – ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

PERMITS. Unless otherwise specified herein, Contractor shall at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

TAXES. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor shall immediately bring it to the attention of the District. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

BID FORM
RFQ #26–B03-08
Elevator & Wheelchair Lift Maintenance

To: Attn: Facility Modernization
Cupertino Union School District
10301 Vista Drive, Door 10
Cupertino, CA 95014

From: _____
Name of Bidder

_____
Mailing Address

_____
City, State & Zip

The undersigned Bidder agrees he or she will contract with the Cupertino Union School District to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he or she will take in full payment the amount set forth hereon.

RFQ No. 26-B05-08 to **Elevator & Wheelchair Lift Maintenance,** in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

a. Notice of Request for Quotes
b. Overview and Scope of Work
c. Bidder Qualifications
d. Instructions to Bidder
e. Terms and Conditions
f. Special Provisions for Services
g. Addenda
h. Bid Form and Attachments
i. Noncollusion Affidavit
j. Bid Security Bond
k. Bidder's Guaranty
l. Prevailing Wage Certification
m. DIR Certification
n. Bidder's Statement Regarding Insurance Coverage
o. Experience Statement
p. Independent Contractor Agreement for Special Services
q. Workers' Compensation Insurance Certificate
r. Fingerprinting/Criminal Background Investigation Certification
s. Performance Bond

BID FORM – Continued

Bidder acknowledges receipt of Addenda Number(s) __, ___, ___, and ___.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Cupertino Union School District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Total Bid (Written in Figures): $_____

(Total Bid Written in Words)

_____

Award of bid will be made to the lowest responsible and responsive bidder of the amount of total bid.

Amount Written in Words. This bid will be awarded based upon the amount of base bid **as written in words.** Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the District will not be responsible for Bidder miscalculations.

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgment of His or Her Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to provide the District the above service at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

_____ _____
Bidder Name (Person, Firm, Corp.) Signature of Authorized Representative

_____ _____
Address Name of Authorized Representative

_____ _____
City, State, Zip Code Title of Authorized Representative

_____ _____ _____
Telephone Number Facsimile Number Email Address

ATTACHMENT A-1
PREVENTIVE MAINTENANCE AND TESTING PRICING

A. Company Name: _____

Locations	Frequency	Unit Cost 6 mos (Jan-June 2026)	Total Cost 6 mos (Jan-June 2026)	Unit Cost Yr. 2	Total Cost Yr. 2	Unit Cost Yr. 3	Total Cost Yr. 3
1. Cupertino Middle School – lift State Conveyance #169542 Garaventa Lift, Series 3 Genesis Opal Assy., Serial #60563	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
2. Cupertino Middle School – Elevator State Conveyance #167795 AC3000 Modular Elevator Phoenix Modular Elevator, Inc. Job/Serial #130602TJ	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
3. Eaton Elementary School – Lift State Conveyance #127420 Porch-Lift Vertical Platform Lift No model/serial #s	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						

Locations	Frequency	Unit Cost Yr. 1	Total Cost Yr. 1	Unit Cost Yr. 2	Total Cost Yr. 2	Unit Cost Yr. 3	Total Cost Yr. 3
4. Hyde Middle School – Lift State Conveyance #116450 Nat'l Wheel-O-Vator Co. Inc., Model #BC42,Serial #41093	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
5. Lawson Middle School – Lift State Conveyance #135958 Porch-Lift Vertical Platform Lift Model #GH94-100 Electric Power Winder	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
6. Lawson Middle School – Elevator State Conveyance #135959 National Elevator Co. Programmable Hydraulic Controller Model #HMC-1000-PHC; Serial #3114106	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
7. Lawson Middle School – Elevator State Conveyance #167792 AC3000 Modular Elevator, Phoenix Modular Elevator, Inc. Hydro Electric, Serial #130602TJ	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						

Locations	Frequency	Unit Cost Yr. 1	Total Cost Yr. 1	Unit Cost Yr. 2	Total Cost Yr. 2	Unit Cost Yr. 3	Total Cost Yr. 3
8. Lincoln Elementary School – Lift No State Conveyance Number Porch-Lift Vertical Platform Lift Access Industries; no model/serial #s.	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
9. Miller Middle School – Lift State Conveyance #121045 Porch-Lift Vertical Platform Lift Access Industries; no model/serial #s.	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
10. West Valley Elementary School – Lift No State Conveyance Number Wheel-O-Vator Model #BC42; Serial #38221	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						
11. Blue Hills Elementary School - Lift *Wheelchair Lift State ID#190495* Garaventa Lift	Quarterly Routine Inspection						
	Annual Test						
	Five-Year Load Test						
	Fire Recall Testing						

First 6 mos Total	$_____
Year 2 Total	$_____
Year 3 Total	$_____
Five-Year Load Test Total	$_____
TOTAL BID	$_____

B. Attach schedule for routine inspection.

ATTACHMENT A-2

Attach proof of Bidder's repair personnel being certified by the State of California as an elevator Certified Competent Conveyance Mechanic (CCCM). Photocopies of such certificates and/or licenses are acceptable.

ATTACHMENT A-3

Bidder shall attach a comprehensive description of additional programs, services, and parts not included in a PMA being quoted for the elevator and wheelchair lift cars, machine rooms, elevator and wheelchair lift pits, and communication systems. This list shall include how often these diagnoses are performed and shall be submitted with the Bidder's bid response.

ATTACHMENT A-4

Contractor shall attach a sample of its on-site preventive maintenance/service log providing for the day, date, time, printed name, and written signature of the service person for all units and all site visits.

ATTACHMENT B-1
PRICING FOR ADDITIONAL SERVICE (NOT INCLUDED IN BID TOTAL)

Company Name: _____

UNSCHEDULED SERVICE REQUESTS	
Number of unscheduled service responses at no additional cost per site per year.	
REPAIR AND MAINTENANCE --- Prevailing Wage Applicable	
4.8.5 State the percentage that will be added to your cost for materials and parts used for repairs.	_____% Percentage added to cost
4.8.6 Hourly rate for **regular** service Mon.-Fri. 8:00 a.m. - 5:00 p.m.	$
4.8.7 Hourly rate for **regular** service, if required, Mon.-Fri. *5:00 p.m. - 8:00 a.m.*	$
4.8.8 Hourly rate for **urgent** service, if required, Mon.-Fri. 8:00 a.m. - 5:00 p.m.	$
4.8.9 Hourly rate for **urgent** service, if required, Mon.-Fri. *5:00 p.m. - 8:00 a.m.*	$
4.9.1 Hourly rate for **emergency** service, if required, Mon.-Fri. 8:00 a.m. - 5:00 p.m.	$
4.9.2 Hourly rate for **emergency** service, if required, Mon.-Fri. *5:00 p.m. - 8:00 a.m.*	$
4.9.3 Hourly rate for service, if required, during **weekends** and **holidays** (District holidays: New Year's Day and the day either before or after, Martin Luther King Jr.'s birthday, President's Day, the two days following President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day before and after Thanksgiving Day, and Christmas Day and the day either before or after)	$
HOURS OF SERVICE AND CONTACT	
State hours normal service is available	___ a.m. to ___ p.m./days per week _____
Urgent service available	___ a.m. to ___ p.m./days per week _____
Emergency service available	___ a.m. to ___ p.m./days per week _____
State telephone number and contact person for service calls	Name: Telephone Number:

ATTACHMENT B-2

Bidder shall attach a list of its holidays.

NONCOLLUSION AFFIDAVIT

To Be Completed and Submitted With Bid

State of _____

County of _____ ss.

_____(Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of _____ (Contractor Name) 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 or 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."

_____ _____

(Date) (Signed at [Place])

_____ _____

Bidder Name Authorized Representative
(Person, Firm, Corp.)

_____ _____

Address Representative's Name

_____ _____

City, State, Zip Representative's Title

BID SECURITY BOND

To Be Completed and Submitted With Bid

(To Be Notarized)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ (Contractor) hereinafter called Principal, and _____ (Surety) hereinafter called Surety, are jointly and severally held and firmly bound unto the Cupertino Union School District, Cupertino, California, hereinafter called District, in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed ($_____) dollars lawful money of the United States, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

ELEVATOR & WHEELCHAIR LIFT MAINTENANCE

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to Cupertino Union School District a contract in the form provided herewith, and if Principal within the time specified in the bid gives to District the performance bond on the form provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to District said performance bond, and evidence of required liability and workers' compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 20___

_____

Name of Principal

_____

Signature of Principal's Authorized Representative

_____

Name and Title of Signer

(Seal and signature of Notary Public), (Attach notary acknowledgment of Surety.)

BIDDER'S GUARANTY
To Be Submitted With Bid

To the Cupertino Union School District
Project: RFQ #26-B05-08 to Elevator & Wheelchair Lift Maintenance and Repair

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

RFQ No. 26-B05-08
Elevator & Wheelchair Lift Maintenance

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the Cupertino Union School District, hereinafter called "District," the undersigned agrees to reimburse the District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the District, to replace any such materials and to repair said work completely without cost to the District so that said work will function successfully as originally contemplated. The District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

_____
Name of Bidder/Contractor (Person, Firm, or Corporation)

_____
Signature of Bidder/Contractor's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
To Be Submitted With Bid

RFQ NO.: 26-B05-08 between Cupertino Union School District ("District") and _____ _____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DIR CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION
To Be Submitted With Bid

Pursuant to Public Contract Code Section 1725.5, a contractor and/or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I, _____ [Name], _____ [Title], certify that _____ [Contractor] is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number:

_____

Expiration date: June 30, 20____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of nonresponsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
Signature

_____
Date

BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Quotes No. 26-B05-08 for Elevator & Wheelchair Lift Maintenance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to name the Cupertino Union School District as Additional Insured for the work specified.

_____
Name of Bidder (Person, Firm, or Corporation)

_____
Signature of Bidder's Authorized Representative

_____
Name & Title of Authorized Representative

_____
Date of Signing

EXPERIENCE STATEMENT

To Be Submitted With Bid

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

_____

Signature of Bidder

Description	Yr.	Amt.	Customer & Telephone
_____	___	$_____	_____
			(_____)_____
_____	___	$_____	_____
			(_____)_____
_____	___	$_____	_____
			(_____)_____
_____	___	$_____	_____
			(_____)_____
_____	___	$_____	_____
			(_____)_____
_____	___	$_____	_____
			(_____)_____

To be executed by Contractor awarded bid:

INDEPENDENT CONTRACTOR AGREEMENT
FOR SPECIAL SERVICES
Contract #

This Independent Contractor Agreement for Special Services ("Agreement") is made as of _____, between the Cupertino Union School District ("District") and _____ _____("Consultant") (together, "Parties").

1. **Services**. The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work").

2. **Term**. The term of this Contract shall be for a period of _____ beginning in _____ through _____ (estimated time period).

3. **Submittal of Documents**. The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   _____ Signed Agreement
   _____ Workers' Compensation Certificate
   _____ Fingerprinting/Criminal Background Investigation Certification
   _____ Performance Bond
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form

   _____ _____

4. **Compensation**. District compensation to the Consultant shall be as set forth in Attachment A-1 as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed _____ _____ Dollars ($_____), without the express approval of the Board.

5. **Taxes.** The Consultant shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Consultant's proposal prices shall include allowance for said taxes.

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as provided in Attachment A-1.

7. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of

all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Materials**. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

9. **Standard of Care**. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

10. **Originality of Services**. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Termination**.

    13.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement with thirty (30) days' written notice, and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

    13.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Consultant; or

13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification**. To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. **Insurance**.

15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1.1. **General Liability.** Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall

apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

15.1.2. **Automobile Liability Insurance**. One Million ($1,000,000) per accident for bodily and property damage Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

15.1.3. **Workers' Compensation and Employers' Liability Insurance**. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.1.4. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.1.4.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.1.4.2. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

14.1.4.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.1.5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.1.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.1.7. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

15.2. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

16. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

20. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Antidiscrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

22. **Fingerprinting of Employees**. It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

    23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Consultant:**
Cupertino Union School District 10301 Vista Drive Cupertino, CA95014 FAX: (408) 865-0326 ATTN: Dana Ino	[NAME] _____ _____, CA ____ [FAX] ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

28. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or

written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by Cupertino Union School District Board of Education. Services shall not be rendered until Agreement is approved.

If a conflict exists between the Terms and Conditions of this Agreement and the incorporated version of Consultant's Proposal, this Agreement shall control over the Proposal. In case of ambiguity, conflict, or lack of information, the District will furnish clarifications with reasonable promptness. The decision of the District in the matter shall be final.

30. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Santa Clara County, California.

31. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

33. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

34. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____	Dated: _____
Cupertino Union School District	**[Consultant]**
By: _____	By: _____
Print Name: _____ Print Title: Chief Operations Officer	Print Name: _____ Print Title: _____

Information regarding Consultant:

License No.: _____ Address: _____ _____ Telephone: _____ Facsimile: _____ E-Mail: _____ Type of Business Entity: ____ Individual ____ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation, State: _____ ____ Limited Liability Company ____ Other: _____	_____: Employer Identification and/or Social Security Number **NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**

Exhibit "A"

Consultant's entire Proposal, if included, is not made part of this Agreement. Consultant's Proposal is made part of this Agreement for scope of services and billing rates only, as prepared for Cupertino Union School District.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' 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 the Work of this Contract.

Date:

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: "*Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto*."

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant,_____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Cupertino Union School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

RFQ #26-B05-08
Elevator & Wheelchair Lift Maintenance

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the

District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.