HAYWARD UNIFIED SCHOOL DISTRICT
24411 Amador Street
Hayward, CA 94544
510.784.2600

PROJECT MANUAL

Bid No. 27.001
Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs Maintenance Services

BID DUE DATE AND TIME

Hayward Unified School District – Purchasing Department
24411 Amador Street, Hayward, CA 94544

Bid Opening – Tuesday, October 6, 2026 - 10:00am

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INVITATION TO BID

Districtwide Elevator and Wheelchair Lift Service, Preventative Maintenance, and Repairs Maintenance Services

Bid No. 27.001

1. Notice is hereby given that the governing board ("Board") of the Hayward Unified School District ("District" or "Owner") will receive sealed bids for the following contract:

Districtwide Elevators and Wheelchair Lifts Service, Preventative Maintenance, and Repairs – Maintenance Services ("Contract")

to be performed at the following District site(s):

- "All District Facilities (see Exhibit A for list of possible site work)".

2. Sealed Bids will be received until **10:00 AM on Tuesday, October 6, 2026, at the Hayward Unified School District / Purchasing Department, located at 24411 Amador St Hayward, CA 94544** at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

3. The Contract consists of:

   The District is soliciting bids from well qualified bidders to provide labor, equipment, tools, vehicles, and materials necessary to service, maintain and repair, all elevators and wheelchair lift systems, including their associated electric, electronic, hydraulic and pneumatic parts and controls owned and/or leased and operated by the Hayward Unified School District. The initial contract term shall be for approximately (12) twelve months, and may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of three years; see Attachment 1 - Scope of Work, Exhibit A, B & C to the Agreement, Attachment 2 - Bid Form, and all other Contract Documents. A complete set of the Contract Documents may be obtained from https://www.husd.us/departments/purchasing

4. A Mandatory pre-bid conference and site visit will be held at **10:00AM Tuesday, September 22, 2026**, at the **Hayward Unified School District, 24411 Amador Street, Hayward, California 94544**. A job site visit will take place immediately after the meeting if requested by attendees. All prospective Bidders are required to sign in at the Administration Building. Failure to attend or tardiness will render bid ineligible.

5. All bidders' questions must be submitted in writing via email to the Purchasing Manager @ vcoronado@husd.k12.ca.us by **10:00AM on Tuesday, September 29, 2026**

6. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

7. To bid on this Contract, the Bidder is required to possess the following State of California Contractor Licenses:

- **C 11 - Elevator Contractors License.**

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

8. Prevailing Wages**.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www. dir.ca.gov).

9. Contractor Registration**.** Bidder shall ensure that Bidder and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

"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 in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

A full copy of the bid form and required documents must be submitted at time of Bid Opening, Tuesday, October 6, 2026, @ 10:00a.m. A copy must be downloaded from https://www.husd.us/departments/purchasing, under the Active Bids and Proposals subheading.

Date of Advertisement #1: September 11, 2026
Date of Advertisement #2: September 18, 2026

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS AND ATTACHMENT 2 - BID FORM FOR MAINTENANCE CONTRACT

Districtwide Elevator and Wheelchair Lift Service, Preventative Maintenance, and Repairs Maintenance Services

Contract No. 27.001

Bidders ("Bidder(s)" or "Contractor") shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Hayward Unified School District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. **Contract.** Bids are requested for work described in general, for the following maintenance services ("Contract"):

   Districtwide Elevator and Wheelchair Lift Service, Preventative Maintenance, and Repairs Maintenance Services. See **Attachment 1 – Scope of Work**, **Exhibit A, B** & **C** of the Agreement and **Attachment 2 - Bid Form** for more details.

2. **Sealed Bids.** District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:

   a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;

   b. Contains all documents as required herein; and

3. Is submitted by date and time indicated in the Invitation to Bid.

4. **Project Manager.** The Project Manager for this Contract is Kishor Prasad, who can be reached at (510)784-2600 ext 72831 or kp391@husd.k12.ca.us

5. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.

6. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each bidder must complete and submit all of the following documents with its bid ("Bid Documents"):

   - "Bid Form," attached hereto as **Attachment "2"**;
   - Sufficient Funds Declaration (see form attached to Agreement); and
   - Fingerprinting Notice and Acknowledgement, if applicable (see form attached to

Agreement).
- Bid Bond
- Noncollusion Declaration

Bidders must submit Bids on the Bid Form, attached hereto as **Attachment "2,"** along with all other required District certificates and forms (see above). Other District certificates and forms must be submitted after the bid (see Section 13, below). Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

9. **Subcontractors.** No portion of the Contract shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District's desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District's locations and unique requirements is also important.

10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www. dir.ca.gov).

11. **Questions.** All questions about the meaning or intent of the Bid Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District. Each Bidder must acknowledge each addendum in its Bid Form by number or its Bid may be considered non-responsive. Each addendum shall be part of the Bid Documents. A complete listing of addenda may be secured from the District.

13. **Notice of Intent to Award.** The District will send a Notice of Intent to Award to the apparent lowest responsive and responsible bidder, and within **SEVEN (7)** days the bidder shall submit all required documents, including insurance certificates and endorsements. The Contract will not be awarded by the District's governing board until all required documents are submitted, and Contractor's failure to timely submit the required documents will lead to District award to the next lowest bidder and District action against the bid security.

14. **Notice of Award.** The Bidder awarded the Contract shall execute and submit ONE (_1_) copy of the Agreement by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

15. **Notice to Proceed.** District shall provide notices to proceed ("Notice(s) to Proceed" or "NTP(s)") to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor's Bid Form for the performance of the Work of a specific NTP.

    a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District's postponement or failure to issue a NTP pursuant to the Contract.

16. **Bid Protests.**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the third business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are bidder's sole and exclusive remedy in the event of a bid protest. Bidder's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

17. **Rejection of Bids.** District reserves the right to reject any or all bids, including without

limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

18. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

19. The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

20. The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on the rates only as shown in the completed Bid Form attached hereto.

21. All work must be completed within the Term of the Contract.

22. **COVID-19.** During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

23. **Project Labor Agreement.**
No project labor agreement applies to this contract.

24. **Bid Bond or Other Security**. Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

ATTACHMENT "2"

BID FORM

To: Governing Board of Hayward Unified District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. 27.001** for Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs **maintenance services ("Contract" and "Contract Documents").**

1. **Bid.** The cost of all labor, materials, and equipment necessary for the completion of the work, including **Attachment 1 - Scope of Work**, even though not shown or specified, shall be included in the unit price for the various items shown herein. The District reserves the right to increase and decrease the quantity of any item or omit items as may be deemed necessary or convenient for the District, and the same shall in no way affect or make void the contract. When increases and decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Elevator Max. Cap. (2,000-3,500lbs.):

a.	Monthly Service Rate	(From Exhibit B Annual Prices)	$ _____
b.	Annual TEST*	(From Exhibit B Annual Prices)	$ _____
c.	Five-Year Load TEST**	(From Exhibit B Annual Prices)	$ _____
d.	Annual Fire-Alarm Smoke TEST*	(From Exhibit B Annual Prices)	$ _____

Hourly Rate $ _____ Emergency Hourly Rate $ _____

Wheelchair Lift Max. Cap. (750 lbs.):

a.	Semi-annual Service (Per visit)	(From Exhibit B Annual Prices)	$ _____
b.	Annual TEST*	(From Exhibit B Annual Prices)	$ _____
c.	Five-Year Load TEST**	(From Exhibit B Annual Prices)	$ _____

Hourly Rate $ _____ Emergency Hourly Rate $ _____

*Typically, on elevators/lifts newer than 1998

** Typically, on elevators/lifts from 1998 and older

Costs for parts and materials plus _____ % increase or mark up

Costs for parts and materials minus _____ % discount

Subcontractors. Contractor shall provide the following for **each** subcontractor that will perform work or labor or render service in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed. The District may, in its sole discretion, find Contractor's Bid non-responsive if Contractor fails to include all the information identified below.

Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:** **DIR No.:**
Subcontractor Name:	**Portion of Work (Scope):**	**Location of Business:**	**CSLB No.:** **DIR No.:**

2. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the bid/proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the Contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

3. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.

4. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN ATTACHMENT 1 – (SCOPE OF WORK) TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT: INSURANCE CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Submittal of Bids. District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid contains all documents as required herein. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

The above "Total Bid" shall be the basis for determination of the low bidder on this Contract, shall be the not-to-exceed price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

Further Provisions:

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into the Contract with the District in accordance with the Contract Documents. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.

2. The undersigned has notified the District in writing of any discrepancies or omissions that it noticed in the Contract Documents, and any doubts, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.

3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
☐ Or check here if **no** addenda were issued	

4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. License:

   - Bidder acknowledges that has the license required for performance of the services as stated in the Invitation to Bid.

   - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to perform the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of services called for in the Contract Documents.

7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in

harmony with all other elements of labor employed or to be employed on the services.

8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the services while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.

9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the services that may create, during the services, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the services with respect to such hazards.

10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

11. In the event of a mathematical error in calculating any line item, the underlying quantities, unit prices, and other stated amounts shall control, and the District reserves the right to correct the line-item amount accordingly. The District also reserves the right to correct any mathematical error in the total bid or proposal amount.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. **Bids by partnerships** must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. **Bids by corporations** must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this_____day of_____20

Name of Bidder _____

Type of Organization _____

Signature _____

Name _____

Title of Signer _____

Second Signature Required for Corporation (see above):

Signature _____

Name _____

Title of Signer _____

Address of Bidder _____

DIR Registration No. of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail_____Web page _____

Contractor's License No(s): No.:_____Class:_____Expiration Date: _____

No.:_____Class:_____Expiration Date: _____

No.:_____Class:_____Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this _____day of _____ , 20___ ("Contract"), by and between _____ ("Contractor") and Hayward Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services ("Services" or "Work"):

   Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs - Maintenance Services**, including any machinery/equipment fixture repairs, as described in more detail in *Attachment 1 – Scope of Work, Exhibit A, B & C* attached hereto and incorporated herein.**

   The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

   - **C-11 - Elevator Contractor**

   During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

   Total payment under this Agreement shall not exceed $ _____.

3. **Site.** Contractor shall perform the Work at the District's facilities ("Premises" or "Site(s)") as follows:

   - **All District Facilities (see Exhibit A for list of possible site work).**

   The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of _____ (__) months from the date of the District's governing board's approval of this Contract ("Term").

5. **Insurance.**
   a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Comprehensive General Liability

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease $2,000,000 policy limit
Sexual Abuse / Molestation	$1,000,000 each incident $2,000,000 policy limit
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. 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. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies shall include a waiver of subrogation against the District. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.

8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

__X__ Instruction to Bidders

__X__ Bid Form

__X__ Agreement

__X__ Terms and Conditions to Contract

__X__ Noncollusion Declaration

__X__ Sufficient Funds Declaration

__X__ Fingerprinting Notice and Acknowledgement, and Certification (Attachment B)

__X__ Invitation to Bid

__X__ Attachment 1 – Scope of Work

__X__ Attachment 2 – Bid Form

__X__ Exhibit A – School Site with Possible Work

__X__ Exhibit B Equipment List & Bid Prices

__X__ Exhibit C Bid Price Worksheet

_____ Exhibit () ***[add an "X" in blank if this exhibit is used for this contract]***

____ Other: _____

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20___ Dated: _____, 20___

Hayward Unified School District _____ ***[insert name of contractor]***

By: _____ By: _____

Print Name: _____ Print Name: _____

Print Title: _____ Print Title: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation

____ Limited Liability Company

____ Other: _____

_____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed ("Notice(s) to Proceed" or "NTP(s)") to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor's Bid Form for the performance of the Work of a specific NTP.

2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).

3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor's duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District's governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District's governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

8. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.

10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.

11. **DRUG-FREE / SMOKE FREE POLICY**: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, 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, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

23. **PAYMENT:** For any Required Work (see Attachment 1 – Scope of Work), Contractor will be paid the specific price stated in its bid for the Required Work. For any authorized Potential Work (see Attachment 1 – Scope of Work), Contractor shall be paid based on the specific price in ***Attachment 2 – Bid Form*** for that type of Potential Work or, in the absence of a specific price in ***Attachment 2 – Bid Form***, based on the hourly rates in ***Attachment 2 – Bid Form*** that would apply to that type of Potential Work. However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence,

and shall be liable for the acts, omissions, or errors of its agents or employees.

26. **ANTI-DISCRIMINATION:** 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, or religious creed, and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

30. **DISPUTES**: Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.

31. **LABOR CODE REQUIREMENTS**: Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for maintenance projects of more than fifteen thousand dollars ($15,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www. dir.ca.gov).

32. **CONTRACTOR REGISTRATION:** For maintenance projects of more than fifteen thousand dollars ($15,000), Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

    "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 in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

33. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.

35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.

38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

ATTACHMENT "1"

SCOPE OF WORK / SERVICES

Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs Maintenance Services

Generally, maintenance does not include repair work involving a facility, but it may include repairs on some fixtures as described below. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District's governing board.

The scope of this agreement may consist of "Required Work" and "Potential Work." "Required Work" is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. "Potential Work" is maintenance service that is within the actual scope of this agreement but may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The scope of work for the Project is as set forth below:

The District is soliciting bids from well qualified bidders to provide labor, equipment, tools, vehicles, and materials necessary to service, maintain and repair, all elevators and wheelchair lift systems, including their associated electric, electronic, hydraulic and pneumatic parts and controls owned and/or leased and operated by the Hayward Unified School District. The initial

contract term shall be for approximately (12) twelve months, and may be extended on an item-by-item basis, in twelve-month increments, not to exceed a total of three years.

1. Location of Work
   Hayward Unified School District – Various Sites

2. Scope of Work: The work to be performed under this specification shall include, but is not limited to:

The contractor shall use reasonable care and provide all labor, equipment, tools, vehicles, cleaning supplies, and materials necessary to systematically examine, service, maintain and repair all elevators and wheelchair lift systems including but not limited to adjust, clean, lubricate, furnish proper lubricants and/or hydraulic oil, and when conditions warrant, repair or replace:

a. Hydraulic: Pump unit, valves, seals and motors, jack unit except underground cylinders and piping.

b. Generator, dispatching and power equipment and controller parts including: windings, commentator, rotating elements, coils, fuses, transformer, timing devices

c. Contacts, relays, resistor, magnet frames, control boards, valves, seals, pistons, piston packing, and other mechanical parts with original manufacturers part or parts to manufacturers design and specification

d. Buffers, sheaves, cable and wire rope, guides, guiderails, guide shoes, cab, counter weights, doors, automatic and manual controls, signal systems

e. Car and hoistway door hanger tracks and rollers, stops, car opening protective devices, door auxiliary closer, door gibs and door interlocks

f. Call and hall operating buttons, keyways and keys, contacts and signal fixture bulbs

g. Other devices and equipment not mentioned above associated with the safe and efficient operation of electrical, hydraulic, pneumatic and manually operated Elevator and Wheelchair Lift systems in compliance with current local and State applicable codes for units owned and/or leased and operated by the Hayward Unified School District (refer to Exhibit “A”, for site locations).

The contractor shall also examine, lubricate, adjust, repair, and/or replace all accessory equipment except the following:

> Car light diffusers, car enclosures, plenum chambers, hung ceiling, handrails, emergency lighting including battery, floor covering, car door panels, car sides, hoist way enclosures, hoist way door frames, hoist way door sills, car door sills, underground piping, casing and wiring, telephones, and intercoms.

The contractor shall, in performing the services as described herein, utilize mechanics that have obtained a “Journeyman” level of competence with a minimum of three (3) years of paid experience as a “Journeyman” on commercial Elevator and Wheelchair Lift systems and a minimum of two years of continuous employment with current employer. All contractor’s

employees must submit an application and their fingerprints for a Department of Justice (DOJ) clearance prior to working on any District site. All contractor's employees who might be driving their personal or company's vehicle, must possess a valid driver's license and an acceptable ("clean DMV") driving record.

The contractor must have owned and operated their Elevator and Wheelchair Lift business for the past five consecutive years and must demonstrate their qualifications to the District by submitting at least five commercial references and/or school districts located within Northern California. Contractor must have a valid C-11 Elevator contractor's license in the State of California. Contractor's business location must be located within a distance such that a four-hour response time is guaranteed for emergency repairs. Emergency repairs will include entrapment of passengers twenty-four (24) hours a day seven (7) days a week. Appropriate response on Emergency Repair call outs will be assessed through the annual contract review.

Regular service, maintenance and repairs normally will be accomplished Monday through Friday from approximately 7:00 a.m. to 3:30 p.m., and on occasion 6:30 a.m. to 4:30 p.m. Work days eight hours or less will be paid straight time, and any time in excess of eight hours will be paid at time and a half up to 12 hours per day. In the event weekend work is necessary, the Mechanics shall adjust their work days such that Saturday and/or Sunday shall be part of their normal (straight time) work week (i.e., Wednesday through Sunday, Tuesday through Saturday).

Request to repair and/or replace parts (or materials) shall be pre-approved by the appropriate Facility Coordinator, Director of FMOT or designee. All authorized materials purchased by the District shall be invoiced not to exceed 15% above vendor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. Substitutions may be permitted only with prior authorization of the appropriate Facility Coordinator, Director of FMOT or designee. The contractor shall submit check lists, work orders, logs, invoices, etc., such that all work performed is thoroughly documented.

The contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time from the date all items are received, inspected, and installed. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging, per diem, taxes, mileage, truck and tool charges, and any other related costs.

The contractor must employ Elevator and Wheelchair Lift mechanics highly qualified to inspect, maintain, repair, and replace all of the mechanical, hydraulic, pneumatic and electrical equipment identified and referred to, in this document. The contractors employees that work on School District properties must be identified with a company logo and or an identification badge with a current Facial image so that they are easily recognizable.

All labor charges may include, if necessary, a one-time, daily truck and tool charge. Mileage shall be computed and reimbursed at the standard mileage rate for business as established by the Internal Revenue Service. This mileage and reimbursement rate shall be itemized on the

contractor's invoices. Mileage shall be calculated for one vehicle per job or any number of continuous sites per day. Travel time shall be computed for each scheduled Mechanic based on starting from the contractor's business location or Mechanic's residence, whichever is the shortest distance and least amount of mileage.

The contractor shall maintain a record of all maintenance and repairs relating to the Elevator and Wheelchair Lift equipment. Written reports shall be turned into the appropriate Facility Coordinator upon completion of each inspection or repair. If a problem is discovered that has the potential to be a major repair, or if it may result in an extensive shut down of the unit until repaired, the contractor must bring this to the attention of the appropriate Facility Coordinator, Director of FMOT or designee. Selected contractor shall comply with and provide to the District a fully executed Criminal Background Investigation/Fingerprinting Certification, attached hereto, prior to work at the HUSD sites. All contractor technicians will be required to report to the applicable Facility Coordinator on service repair dispatch, findings and resolution per call out. This includes established preventive maintenance schedules.

All contractor personnel shall be required to provide their own vehicles and all the necessary tools and equipment (in good repair) to successfully complete all services and repairs described in this agreement. All contractor personnel shall report to the appropriate HUSD Facility Coordinator to receive instructions on required service and repairs. The Facility Maintenance Coordinator or designee shall be required to approve and authorize all repairs that will require parts and materials, no exceptions. Failure to obtain approval and authorization may result in non-payment for parts and materials provided by the contractor. HUSD reserves the right to supply parts and materials at any time during this contract agreement at its sole discretion. The contractor will not be entitled to parts and materials mark-ups for those supplied by the HUSD.

The California Department of Industrial Relations (DIR) and Senate Bill 854 require that all contractors and subcontractors who bid or work on any public works project must register and pay an annual fee to the DIR. As of April 1, 2015, no contractor or subcontractor may work on a public works project unless registered with the DIR.

END OF DOCUMENT

EXHIBIT A

School Site With Possible Work

Count	Hayward Learning Community	
1	Hayward High School	1633 East Avenue Hayward, CA 94541
2	Bret Harte Middle School	1047 E Street Hayward, CA 94544
3	Winton Middle School	119 West Winton Avenue Hayward, CA 94544
4	Burbank Elementary School	222 Burbank Street Hayward, CA 94541
5	Cherryland Elementary School	456 Laurel Avenue Hayward, CA 94541
6	East Avenue Elementary School	2424 East Avenue Hayward, CA 94541
7	Fairview Elementary School	23515 Maud Avenue Hayward, CA 94541
8	Faith Ringgold School of Arts & Science	1570 Ward Street Hayward, CA 94541
9	Key Academy (Formerly Cherryland Elem.)	585 Willow Avenue Hayward, CA 94541
10	Stonebrae Elementary	28761 Hayward Boulevard Hayward, CA 94541
11	Strobridge Elementary	21400 Bedford Drive Hayward, CA 94546
12	Golden Oaks	2652 Vergil Court Castro Valley, CA 94546

EXHIBIT A

School Site With Possible Work (continued)

Count	Mt. Eden Learning Community	
1	Mt. Eden High School	1633 East Avenue Hayward, CA 94545
2	Anthony Ochoa Middle School	1047 E Street Hayward, CA 94545
3	Martin Luther King (MLK) Middle School	119 West Winton Avenue Hayward, CA 94544
4	Eden Gardens Elementary School	222 Burbank Street Hayward, CA 94544
5	Longwood Elementary School	456 Laurel Avenue Hayward, CA 94541
6	Lorin Eden Elementary School	2424 East Avenue Hayward, CA 94545
7	Palma Ceia Elementary School	23515 Maud Avenue Hayward, CA 94545
8	Park Elementary School	411 Larchmont Street Hayward, CA 94541
9	Southgate Elementary	1570 Ward Street Hayward, CA 94545
10	Helen Turner Children's Center	585 Willow Avenue Hayward, CA 94541
11	Impact Academy	21400 Bedford Drive Hayward, CA 94545
12	Leadership Public Schools	2652 Vergil Court Castro Valley, CA 94545
13	Eden Area Regional Occupational Program Center	26316 Hesperian Blvd Hayward, CA 94545
14	Peixoto Center	29150 Ruus Rd Hayward, CA 94544

EXHIBIT A

School Site With Possible Work (continued)

Count	Tennyson Learning Community	
1	Tennyson High School	27035 Whitman Street Hayward, CA 94544
2	La Vista Middle School	27845 Whitman Street Hayward, CA 94544
3	Bowman Elementary School	520 Jefferson Street Hayward, CA 94544
4	Eldridge Elementary School	26826 Eldridge Avenue Hayward, CA 94544
5	Glassbrook Elementary School	975 Schafer Road Hayward, CA 94544
6	Harder Elementary School	352 Harder Road Hayward, CA 94544
7	Ruus Elementary School	28027 Dickens Avenue Hayward, CA 94544
8	Schafer Park Elementary School	411 Larchmont Street Hayward, CA 94544
9	Treeview Elementary	1570 Ward Street Hayward, CA 94544
10	Tyrrell Elementary	585 Willow Avenue Hayward, CA 94544
11	SIAC	28761 Hayward Boulevard Hayward, CA 94544
12	The HUB	21400 Bedford Drive Hayward, CA 94544
13	HUSD District Office	2652 Vergil Court Castro Valley, CA 94544
14	HUSD Corporation Yard	24400 Amador Street Hayward, CA 94544

EXHIBIT "B"

EQUIPMENT LIST AND BID PRICES

EXHIBIT "C"

BID PRICE WORKSHEET

SUFFICIENT FUNDS DECLARATION

(Labor Code section 2810)

Owner: Hayward Unified School District

Contract: 27.001 Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs Maintenance Services

I, _____, declare that I am the _____ *[insert title]* of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[insert name of entity]* to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that _____ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20__, at _____ *[city]*, _____ *[state]*.

Date: _____ _____

Signature

Print Name: _____

Print Title: _____

NONCOLLUSION DECLARATION

Owner: Hayward Unified School District

Contract: 27.001 Districtwide Elevator and Wheelchair Lift Service, Preventive Maintenance, and Repairs Maintenance Services

Site: All District Facilities (see Exhibit A for list of possible site work)

The undersigned declares:

I am the _____of _____, the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [*city*], _____ [*state*].

_____

Signature

_____

Print Name

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____ *[insert name of business entity]* , have read the foregoing and agree that _____ _____ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of

Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing,

administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,
(2) as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____
Typed Name: _____
Title: _____
Entity: _____

END OF DOCUMENT