



**Request for Proposal
RFP # 130712**

**Elevator
and
Chairlift Maintenance**

**Sacramento City Unified School District
Purchasing Services
3051 Redding Ave.
Sacramento, California 95820
(916) 277-6662**

**Sacramento City Unified School District
Elevator and Chairlift Maintenance
RFP # 130712**



**Sacramento City Unified School District
Purchasing Services**

3051 Redding Ave,
Sacramento, CA 95820
T: 916/277-6662 * F: 916/277-7110

Bidder Information Sheet

If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.

Attention: Dan Sanchez, Purchasing Manager

Fax # 916-277-7110

Re: RFP # 130712 – Elevator and Chairlift Maintenance

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to fax the following information to 916-277-7110 so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email dan-sanchez@scusd.edu

**Sacramento City Unified School District
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NOTICE TO BIDDERS

REQUEST FOR PROPOSAL # 130712

The Sacramento City Unified School District is requesting proposals from providers of **Elevator and Chairlift Maintenance** contractors.

Request for Proposals (RFP) must be received prior to **2:00 P.M., on July 23, 2013**. RFP's must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820.

Proposals received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the Request for Proposal (RFP) documents may be obtained from **Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820**, or at www.scusd.edu/purchasing-services

Refer any questions to: **Dan Sanchez, e-mail: dan-sanchez@scusd.edu**

Published: July 8, 2013
July 15, 2013

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Bidder's Checklist

Bidder Name _____

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items:	Page
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GENERAL TERMS AND CONDITIONS

Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to Public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any

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lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.

9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.
12. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with

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deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be

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determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

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22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento Unified School District, Accounting Services Department, 5735 47th Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.
24. **AMERICAN MADE PRODUCTS** – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.
25. **MISCELLANEOUS PROVISIONS:**
- A. Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.
- B. Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

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C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Sacramento County.

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J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

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Specific Terms and Conditions

The District is seeking proposal from a single Contractor to provide Elevator and Chair Lift Services. **This is a one (1) year agreement with the option to renew annually for up to four additional years, at the sole discretion of the District. Anticipated award date August 8, 2013.**

Sacramento City Unified School District reserves the right to choose the successful bidder based on the best value to the District, incorporating both price and service.

The District reserves the right to add or remove site as maybe need throughout the term of this contract.

All work for each of the Elevator and Chair Lift systems shall be completed per in accordance with all applicable OSHA, NFPA, building codes, the manufacturer's recommended procedures, local, state or federal regulations, whichever is more stringent / more applicable.

Repairs will be done at the hourly rate, unit prices, and discounts offered in the pricing schedule. Mileage will not be charged. Preventive Maintenance parts, supplies, materials are to be included in the base price; repair parts shall be billed as indicated in the pricing schedule. Pricing for Elevator Inspection, Cleaning, and Preventive Maintenance Services RFP must include all supplies, parts, and materials such as typically recommended by the manufacturer and or are general industry standard.

All testing, inspections, certifications, and preventive maintenance work is to be coordinated with the District's Maintenance department. The Contractor shall test & inspect all motors, pumps, tracks, doors, contact devices, panels, loops, indicating devices, control circuits, supervisory devices, and any other equipment associated with the elevator system to ensure their proper operation.

The Contractor must be able to provide a 2-hour maximum response time to requests for emergency elevator service.

By submitting a response to this RFP, the Contractor certifies that they have existing sources and READY access to replacement parts, test equipment, and other services as maybe necessary to test, inspect, calibrate, and repair the elevator systems included under this RFP.

Specifications for Maintenance of Elevators

The service to be performed by the Contractor under this specification shall consist of furnishing all supplies, materials, labor, tools, and equipment necessary to provide inspection,

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maintenance, adjustment, repair, and emergency callback service for the elevators as specified at the locations listed.

The Contractor shall perform monthly periodic inspections and services on each elevator and associated machinery in accordance with the elevator manufacturer's recommendations and preventative maintenance. Contractor shall perform all preventative maintenance during regular working hours, 7:00 am – 3:30 p.m. Monday through Friday, excluding the District's holidays.

Contractor shall report all findings in writing to the Operations Department. Also included is the performance of periodic tests as required by local elevator codes. The contractor will provide 24-hour emergency call out service to make repairs as required. All work to be accomplished in strict accordance with the manufactures recommendations, all applicable American Society of Mechanical Engineers (ASME) standards as well as all federal, state and local laws.

Service shall include all labor, lubricants, and rags required to include blowing down any control equipment and lubrication of the following parts when conditions warrant. This service shall include any necessary adjustment and cleaning, repair or replacement of parts.

ALL OTHER MAINTENANCE FEATURES OR PRACTICES NOT CITED ABOVE WHICH ARE CONSIDERED ROUTINE IN ELEVATOR MAINTENANCE INDUSTRY AND OR BY THE SPECIFIC ELEVATOR MANUFACTURER.

Hazardous Waste

The Contractor shall dispose of all waste materials generated in the normal servicing of the units. This service shall consist of the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in routine maintenance. Method of disposal shall conform to all federal and state environmental legislation. For the protection of the District, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheet (MSDS) Manuals shall be presented at the District request for all solvents, cleaners, and lubricants used in performing the specified work. The Contractor will each keep all machine rooms and pit areas free from stored materials and debris that belongs to them.

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Elevator and Chairlift Price Sheet

Vendor Name _____

Elevators (see Exhibit 1)

- | | | |
|-----------------------------|----------|----------------------|
| 1) Monthly Maintenance Fee | \$ _____ | x 12 mo. = \$ _____ |
| 2) Repair Rate per Hour | \$ _____ | x 40 hrs. = \$ _____ |
| 3) Hourly Overtime Rate | \$ _____ | x 8 hrs. = \$ _____ |
| 4) Parts Discount | \$ _____ | |
| 5) Other Applicable Charges | \$ _____ | |
| TOTALS | \$ _____ | \$ _____ |

Chairlifts (see Exhibit 1)

- | | | |
|------------------------------|----------|----------------------|
| 1) Quarterly Maintenance Fee | \$ _____ | x 4 qtr. = \$ _____ |
| 2) Repair Rate per Hour | \$ _____ | x 40 hrs. = \$ _____ |
| 3) Hourly overtime Rate | \$ _____ | x 8 hrs. = \$ _____ |
| 4) Parts Discount | \$ _____ | |
| 5) Other Applicable Charges | \$ _____ | |
| TOTALS | \$ _____ | \$ _____ |

The District's cost for repair parts & supplies is the Contractor's actual purchase cost plus _____%

The Contractor should include in its response to this RFP any additional items, charges, fees, etc., that it routinely charges that are not listed above. Failure to include a description of those charges or fees may result in the invoice being rejected.

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Vendor Information

Vendor Name _____

REFERENCES

Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

Each firm must include the following references:

(a) List at least four (4) local clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Bidders recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Bidders, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Bidders or the Bidder's performance of work.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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ADDITIONAL INFORMATION

Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

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**NONCOLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID
(Public Contract Code Section 7106)**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

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WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

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(Contractor Name)

By _____

(Signature of Authorized Signor)

(Title of Signor)

By _____

(Signature of Authorized Signor)

(Title of Signor)

(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.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

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FINGERPRINTING CERTIFICATION

To the Governing Board of the Sacramento City Unified School District

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____/____/____

Typed or printed name

Address

Title

Telephone Number

Signature

**Sacramento City Unified School District
Elevator and Chairlift Maintenance
RFP # 130712**

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**Sacramento City Unified School District
Elevator and Chairlift Maintenance
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Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this RFP are true and correct.

Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Area Code	Telephone Number	Fax Number
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Federal Tax Id Number

**Sacramento City Unified School District
Elevator and Chairlift Maintenance
RFP # 130712**

Site Locations

Elevators

Albert Einstein (MS)	9325 MIRANDY DRIVE
American Legion (HS)	3801 BROADWAY
C K McClatchy (HS)	3066 FREEPORT BLVD
Crocker/Riverside (ES)	2970 RIVERSIDE BLVD
Fern Bacon (MS)	4140 CUNY AVENUE
Freeport (ES)	2118 MEADOWVIEW ROAD
Health Profession (HS)	451 McClatchy Way
Hiram Johnson (HS)	6879 14TH AVENUE
JOHN F KENNEDY (HS)	6715 GLORIA DRIVE
Luther Burbank (HS)	3501 FLORIN ROAD
Rosemont (HS)	9594 Kiefer Blvd.
Serna Center (Admin)	5735 47th Ave
Skills and Business Center (AS)	5451 LEMON HILL AV
Sutter (MS)	3150 I STREET

Chairlifts

A M Winn (ES)	3351 EXPLORER DRIVE
Albert Einstein (MS)	9325 MIRANDY DRIVE
Alice Birney (ES)	6251 13TH STREET
American Legion (HS)	3801 BROADWAY
Bear Flag	6620 GLORIA DRIVE
Bowling Green (ES) (Charter)	4211 TURNBRIDGE DRIVE
Bret Harte (ES)	2751 9TH AVENUE
C K McClatchy (HS)	3066 FREEPORT BLVD
Caleb Greenwood (K-8)	5457 CARLSON DRIVE
California (MS)	1601 VALLEJO WAY
Camellia Basic (ES)	6600 COUGAR DRIVE
Clayton B Wire (ES)	5100 EL PARAISO AVENUE
Collis P Huntington (ES)	5921 26TH STREET
Crocker/Riverside (ES)	2970 RIVERSIDE BLVD
David Lubin (ES)	3535 M STREET
Earl Warren (ES)	5420 LOWELL STREET
Edward Kemble (ES)	7495 29TH STREET
Elder Creek (ES)	7934 LEMON HILL AVE
Engineering & Science HS	7345 Gloria Drive
Ethel Phillips (ES)	2930 21ST AVENUE
Father Keith B Kenny (ES)	3525 Martin L. King Blvd
Fern Bacon (MS)	4140 CUNY AVENUE
Freeport (ES)	2118 MEADOWVIEW ROAD
Fruitridge (ES)	4625 44TH STREET

**Sacramento City Unified School District
Elevator and Chairlift Maintenance
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Chairlifts

Genevieve E. Didion (K-8)	6490 HARMON DRIVE
H W Harkness (ES)	2147 54TH AVENUE
Health Profession (HS)	451 McClatchy Way
Hollywood Park (ES)	4915 HARTE WAY
Hubert H Bancroft (ES)	2929 BELMAR STREET
John Bidwell (ES)	1730 65TH AVENUE
John Cabrillo (ES)	1141 SEAMAS AVENUE
John D Sloat (ES)	7525 CANDLEWOOD WAY
John H Still (MS)	2250 JOHN STILL DRIVE
John Still (ES)	2200 JOHN STILL DRIVE
Joseph Bonnheim (ES)	7300 MARIN AVENUE
Leonardo Da Vinci (K-8)	4701 JOAQUIN WAY
Lisbon (ES)	7555 S LAND PARK DRIVE
Mark Hopkins (ES)	2221 MATSON DRIVE
Martin Luther King, Jr (K-8)	480 LITTLE RIVER WAY
MATSUYAMA (ES)	7680 WINDBRIDGE DR
Mark Twain (ES)	5022 58TH STREET
Nicholas (ES)	6601 STEINER DRIVE
O W Erlewine (ES)	2441 STANSBERRY WAY
Oak Ridge (ES)	4501 MARTIN LUTHER KING, JR BL
Pacific (ES)	6201 41ST STREET
Parkway (ES)	4720 FOREST PARKWAY
Peter Burnett (ES)	6032 36TH AVENUE
Pony Express (ES)	1250 56TH AVENUE
Rosa Parks (MS)	2250 68TH AVENUE
Rosemont (HS)	9594 Kiefer Blvd.
Sam Brannan (MS)	5301 ELMER WAY
Sequoia (ES)	3333 ROSEMONT DRIVE
Sutter (MS)	3150 I STREET
Tahoe (ES)	3110 60TH STREET
Thomas Jefferson (ES)	2635 CHESTNUT HILL DRIVE
West Campus (HS)	5022 58TH STREET
William Land (ES)	2120 12TH STREET