

CITY OF CONCORD, CALIFORNIA

December 8, 2011

REQUEST FOR PROPOSALS #2238

ELEVATOR MAINTENANCE SERVICES

INSTRUCTIONS

1. General: City of Concord is seeking proposals to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) to establish an annual contract for: **Elevator Maintenance Services**. All pricing is to be included in the submittal. No charge shall be allowed for your preparing a response to this solicitation document. The City of Concord reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

The City reserves the right to reject any or all Submittals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Submittals, re-solicit, and to reject the Proposal of any Respondent if City believes that it would not be in the best interest of the City to make an award to that respondent, whether because the Proposal is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. Schedule of Events: The solicitation process is anticipated to be as follows:

December 8, 2011:	City issues RFP solicitation document
December 14, 2011:	Pre-bid conference and site review
December 22, 2011:	Submittals due
To be Determined:	Council Award

The City may change these dates as necessary.

3. Pre-Bid Conference: A non-mandatory meeting and site review will begin Wednesday, December 14, 2011 at 2:30 p.m. Interested potential bidders are invited to attend. The meeting will begin at Finance Conference Room, 1950 Parkside Drive, Wing C, Concord CA 94520. Participants are responsible for their own transportation.

4. Subcontractors: Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Concord.

5. Examination of Requirements: Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured.

6. Questions, Interpretations, or Corrections of Bid Document: Proposer shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions regarding specifications may be directed to Alton Baxley, Facilities Maintenance Manager at 925-671-3025. For other questions regarding this solicitation contact Anita Bell-Karno, Purchasing Agent at 925-671-3219.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the proposer's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

Please note that the City of Concord does not use any bidding service. It is the potential bidder's responsibility to contact the City of Concord Purchasing Office if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the City's website, www.cityofconcord.org/business/purchasing. Otherwise the document(s) posted will provide direction on how to obtain the solicitation document and/or addenda.

Note: The phone number of the Finance Office is 925-671-3178. Finance Department office hours are 8:00 to 5:00 p.m., Monday through Friday, excluding City furlough and holidays. Due to budget constraints the hours of the Finance Department front counter is 9:00 a.m. to Noon, and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding City furlough and holidays. The remaining furlough days for this fiscal year are: December 23 and December 27-30, 2011; March 9, 2012; and April 6, 2012. The remaining holidays for this fiscal year are: December 26, 2011; January 2, 2012; January 16, 2012; February 13, 2012; February 20, 2012; and May 28, 2012.

7. Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. .

8. Terms of the Offer: City of Concord's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

9. Agency Compliance/License: All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.

10. Award: The contract, if awarded, shall be awarded in accordance with the appropriate state and municipal codes and policies, in a timely manner. Upon determination of award, a City of Concord purchase order will be issued to the successful vendor. Award will be made to the lowest responsible bidder based on a "best value" basis. Criteria for determining low bids shall include, but is not limited to, the following:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the services required.
- b. The ability of the bidder to provide the services promptly or within the time specified without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d. The quality of the bidder's performance on previous purchases or contracts with the city.
- e. Cost.

Upon written notification of award, the successful bidder must provide insurance certificates, business license, and three copies of the contract within ten (10) City of Concord working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.

11. Local Vendor Preference: In accordance with Policy and Procedure No. 142, an advantage shall be extended to City of Concord businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any respondents claiming this preference must provide City of Concord business license information at the time of the submittal.

12. Insurance: Successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the Mann Foundation and City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

13. Business License: The successful respondent will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to Mike Snow, Finance Department, 925-671-3306.

14. Bid Security and Bonds: All proposals shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or a bidder's bond executed by a corporate surety insurer listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. If a bid bond is submitted and the insurer is not certificated as required above, the bid will be deemed non-responsive, and will be disregarded. The bidder's guaranty shall be in an amount equal to at least **10% of the amount (Grand total for one year)**, and made payable to the City of Concord. All signatures on the bonds shall be notarized.

Successful respondent shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in a sum not less than 100% of the total price, issued by a Corporate Surety of Sureties acceptable to the City of Concord and listed by the State of California, Department of Insurance as being certificated to transact insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn, work will be stopped until such time as the contractor furnishes new bonds from a certificated surety. The successful respondent agrees that failure to execute a contract and file acceptable Labor and Materials bonds as provided herein, within ten (10) calendar days after receipt of the contract, shall be just cause for annulment of the award and the forfeiture of the bidder's security.

15. Protests: Any protest of the proposed award of this solicitation to the respondent deemed the lowest responsible respondent must be submitted in writing to the City no later than 5:00 p.m. of the fifth (5) business day following the date of the Bid opening.

1. The initial protest must contain a complete statement of the basis of the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
4. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy In The Event Of Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further to pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
6. The City shall review all timely protests prior to formal award of the Bid. The City shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the City Manager. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protest. The City Council may either accept the protest or award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.
7. These bid protest procedures shall not limit the City Council's ability to reject all bids.

16. Bid Forms: Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **three (3) complete copies**. Each copy must be labeled as "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the City of Concord, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. All propriety information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The City will not recognize submittals where all the information in the proposal is submitted as propriety information or a trade secret.

17. Modifications and Withdrawal: Submittals may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is file with the City prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

18. Submittal Deadline: Proposals must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the City Clerk, 1950 Parkside Drive-M/S 03, Concord, California 94519. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening. Results will be faxed or mailed to interested parties upon request. Request must be made to the Purchasing Agent at 925-671-3219 (phone) or 925-676-2290 (fax). Results will also be posted

on the City's website, <http://www.cityofconcord.org/business/purchasing/bidsandquotes.htm>.

Submittals will be received until **THURSDAY, DECEMBER 22, 2011, 11:00 A.M.**, as determined by www.time.gov. Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the City Clerk's office before the submittal deadline. Bids are to be submitted in a sealed envelope to: City of Concord, Attn: Office of the City Clerk, 1950 Parkside Drive, M/S 03, Concord, California 94519. Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**“REQUEST FOR PROPOSAL #2238
ELEVATOR MAINTENANCE SERVICES
DUE: THURSDAY, DECEMBER 22, 2011, 11:00 A.M.”**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor's Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day's work. The Contract shall forfeit, as a

penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law.

7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the Purchasing Agent of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor.
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.
9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Assignment:** The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage **\$2,000,000 CSL**

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits

provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any City insurance is to be considered excess.

SPECIAL PROVISIONS

1. Employee Screening: Prior to beginning work, the successful Contractor will be required to provide Facilities Maintenance Manager Alton Baxley with the names of all personnel who will be working on this job. All personnel who will be working on this job will be fingerprinted at the Concord Police Department for

a criminal history check. The cost for fingerprinting applicants is approximately \$41.00. The Concord Police Department will waive the \$41.00 fingerprint live-scan fee. The criminal history check is conducted by the State of California. The cost is approximately \$60 per person. These costs will be paid by the vendor. Those personnel not deemed acceptable by the City of Concord's Police Department will not be allowed to work on this project.

2. Contractor's License: Contractor shall possess a Class C-11 "Elevator Contractor" license at the time of Bid opening and must maintain said license during the contract period.

3. Assigned Representative: Contractor shall assign a representative to the City of Concord account that will on a monthly basis visit each location and will be available for consultation in any matter relating to maintenance issues. The Contractor shall also assign a representative to the City of Concord account for billing issues.

4. Competence: The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an elevator Contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein.

In order to demonstrate that Contractor can properly fulfill all of the services and conditions of these specifications, the Contractor shall furnish, at the time of the submittal, a written statement to the City showing that he has:

- A current license to perform the work in conformance with the provisions of the State Business and Professions Code. License number shall be set forth in all bids and contracts.
- Satisfactorily performed other contracts of a similar nature and magnitude.
- The number of years Contractor has been in business under this name and management.

As part of the submittal, a minimum of five references are required. Each reference must be current, having been a client over the last two years, and of similar scope. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and cost, hourly service and overtime rate. The City reserves the right to contact these references as part of the evaluation.

Before awarding a contract, the City will consider the above data and may request additional information from the bidder as deemed necessary.

5. Contract Term: This agreement will be in effect for a period of Three (3) years, beginning upon award. The contract may be renewed for up to two (2) successive one (1) year periods under the same provisions as mutually agreed by both parties.

6. Cancellation: The City reserves the right to cancel this contract at any time by giving the Contractor thirty (30) days written notice of the intent to do so. If City of Concord is unsatisfied with successful vendor's performance, the City may cancel the contract seven (7) days after providing a written notice to the vendor.

7. Liquidated Damages: The Contractor shall pay to the City of Concord the sum of 10% of the monthly service charge, for each and every calendar day, that the contractor does not perform services within the agreed upon time specified in this RFP.

8. Payments: As a basis for payments of claim for services rendered, monthly billing must be accompanied by service reports indicating hours worked and work accomplished on each elevator during the month. Reports shall be verified by the signature of a designated representative of the City. Failure to comply will

result in withholding monthly payments. Contractor shall leave a copy of each service slip with City of Concord employee at elevator service location. All repair invoices must have a detailed explanation of the specific work performed.

Contractor shall render invoices in duplicate to the City on the last of the month, monthly. If necessary, at the commencement or termination of the contract, payments will be made for any fractional part of a month's service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

8. Warranty: Contractor shall not use any after market replacement parts, and shall warranty all parts installed in all elevators.

SPECIFICATIONS

1. Scope: The City of Concord desires to obtain complete preventive maintenance service for the elevators listed herein. It is the intent and purpose of this specification to define that service. The work to be performed by the Contractor under this specification shall consist of furnishing all material, labor, tools, and equipment necessary to provide full maintenance service on the equipment described. Any work not specifically mentioned which is required to complete the preventive maintenance service within the intent of this specification shall be performed without additional cost to the City.

2. Locations: The elevator maintenance personnel shall operate under these specifications and under directions given by the City of Concord personnel listed in this section. Provide complete elevator maintenance service on eight (8) elevators at the locations listed below.

- Location #1: Concord Police Department, Main Headquarters, 1350 Galindo Street: 3 each main lobby, property/evidence freight elevator, and rear exit.
- Location #2: Salvio Street Parking Structure, 2255 Salvio Street: 2 each personnel elevators at the Salvio Street entrance)
- Location #3: Todos Santos Parking Center, 2250 Salvio Street: 1 each personnel elevator.
- Location #4: Baldwin Park, Senior Center, 2727 Parkside Circle: 1 Wheelchair Lift.
- Location #5: Concord Library, 2900 Salvio Street: 1 personnel elevator.

3. Maintenance: Contractor will maintain the elevator equipment herein described, using skilled elevator maintenance personnel under contractor supervision. They will employ all reasonable care to see that the elevator equipment is maintained in proper operating condition. Contractor will instruct personnel to use appropriate personal protection equipment and follow safe work practices.

Contractor shall examine the elevators monthly using trained personnel directly employed and supervised by the Contractor. The examinations will include inspection, lubrication, adjustment, cleaning, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, hydraulic fluid tanks, v-belts, strainers, and traveling cable. Vendor is required to properly dispose of any hazardous material resulting from maintenance or repair work.

In addition, Contractor will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, Contractor will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

4. Schedule: Contractor shall have a qualified elevator mechanic perform the monthly scheduled maintenance.

Contract shall also conduct a semi-annual test on pit sensors, sump pump, maintain cleanliness in the pit. Test results are to be reported to the City. The cost for the semi-annual test shall be included in the monthly fee.

5. Emergencies: Contractor shall also provide emergency call back service, which consists of promptly responding to the City's requests. Contractor shall have a 24 hour/7 day per week/year-round dispatching service. When the request specifies an emergency call, the Contractor's mechanic shall physically report at the scene of the emergency within two (2) hours, or in the case of trapped passengers, one (1) hour. Failure to do so may, at the option of the City, be grounds for cancellation of the contract.

6. Exclusions: The following items are excluded from the scope of these specifications and Contractor will assume no responsibility for service of these items under the terms of subsequent contract: Refinishing, repairing, or replacement of car enclosure, its gates and/or doors, hoistway enclosure, hoistway doors, door frames and sills, hoistway gates, finished flooring, car lighting, power feeders, hydraulic cylinder, and underground piping.

7. Hours: All work specified by this contract will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated.

If required, at any time, examinations, minor adjustments, call back services, or repairs to be made on overtime, Contractor will absorb the regular time portion of each overtime hour worked. The City will be charged only for the difference between the regular hourly billing rate and the regular overtime billing rate

applicable, for each overtime hour worked.

Contractor shall have a maintenance schedule posted at each location and sign the schedule with a description of the work performed on the elevator at that time.

8. Cal-OSHA Permit: Contractor to notify Alton Baxley, Facilities Manager and CalOsha , sixty (60) days prior to the expiration date of the Cal-OSHA operating permit. Upon completion of Cal-OSHA inspection, any conditions needed corrected to meet OSHA standards will be completed within fourteen (14) days of notification.

9. Access/Safety: The City shall provide Contractor unrestricted ready and safe access to all areas of the building in which any part of the elevators are located and keep all machine rooms and pit areas free from stored materials and debris. Note: Access to elevators in the Police Department may require a background check of successful bidder's personnel. In addition, for security reasons, successful bidder will be required to notice in advance of maintenance work in the Police Department. It may require escort by City personnel.

City shall provide a safe work place for Contractor's personnel, and remove replaced oils, remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any elevator is malfunctioning or is in a dangerous condition, City shall immediately notify Contractor using the dispatch service. Until the problem is corrected, City shall remove the elevator from service and take all necessary precautions to prevent access or use.

City shall properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this ____ day of ____, 2012, between _____, (hereinafter referred to as "CONTRACTOR") and the City of Concord, a municipal corporation, (hereinafter referred to as "CITY").

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, the Contractor agrees with the City, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide in a good and substantial manner and to the satisfaction of the City the following work: provide _____, in accordance with the City of Concord Request for Bid (RFP No. _____ and the _____ submittal dated _____, 2012 which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown in RFP # _____ provided Contractor in connection with the work to be performed hereunder, which RFP# _____ are hereby made a part of this contract.

2. The Contractor agrees to receive and accept _____, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this agreement.

3. The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this instrument and the bid or proposals of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

5. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract on the day and year first above written.

CONTRACTOR

CITY OF CONCORD, a municipal corporation

Signature

By: _____

Daniel E. Keen
City Manager

Print or Type Name

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

(Submittal, continued)

B. HOURLY SERVICE RATES

Regular Rate \$_____ hr. Overtime Rate \$_____ hr.

Sunday/Holiday Rate \$_____ hr.

The hourly and monthly service rates quoted herein are based on a prevailing wage rate of \$_____ currently in effect for elevator examiners in Contra Costa County. **Vendor to attach a copy of State of California Department of Industrial Relations Prevailing Wage Rate.*

*Price fluctuations, if any, for the subsequent contract periods will be adjusted at the *percentage change* in the rate paid to elevator examiners in Contra Costa County. For example, if the prevailing wage rate quoted above is \$50.00 per hour (including fringe benefits), and the second year of the contract the rate has been changed to \$53.00 per hour, that is an increase of 6%. Therefore, contract renewals will be subject to a 6% increase.

Name of Respondent: _____

(Submittal, continued)

2. OTHER:

A. WORKERS COMPENSATION CERTIFICATE

I am aware of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

By: _____

Title: _____

Date: _____

B. Addenda Acknowledgement: The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

Name of Respondent: _____

(Submittal, continued)

C. Firm Information: If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.

D. Subcontractors: In conformance with “Instructions to Bidders, Item 4, Subcontractors” of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1 _____		
2 _____		
3 _____		

E. Contractors License:

License No. _____, Expiration Date _____

Class _____

The representations made herein are made under penalty of perjury.

F. Local Vendor Preference: Provide Concord Business License number if claiming Local Vendor Preference as described in Policy and Procedure No. 142.

Name of Respondent: _____

(Submittal, continued)

G. References:

See Special Provisions, Item 4.

Agency or Individual Contract for whom work was done Price	Address	Date Phone Completed
1 _____ _____	_____ _____	_____ _____
2 _____ _____	_____ _____	_____ _____
3 _____ _____	_____ _____	_____ _____
4 _____ _____	_____ _____	_____ _____
5 _____ _____	_____ _____	_____ _____
6 _____ _____	_____ _____	_____ _____

Name of Respondent: _____

(Submittal, continued)

SUBMITTED BY and the undersigned further agrees that in case of default in executing and returning the required Contract within ten (10) calendar days after having received the Contract, the cash or proceeds of the check or bid bond accompanying this Proposal shall become the property of the City of Concord.

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____



CITY OF CONCORD

Number: 142
Authority: Council Motion
Effective: 6/2/92
Revised: 7/27/09
Reviewed: 2004
Initiating Dept.: FI

**LOCAL VENDOR PREFERENCE
FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

- 4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.
- 4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.
- 4.3 The local vendor preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

- 5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.
- 5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.

- 5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.
- 5.4 Public projects governed under the State of California Public Contract Code.
- 5.5 Professional or consultant services.
- 5.6 Sole source purchases.
- 5.7 Purchases of supplies, services, and equipment not requiring bids.
- 5.8 Application of the local vendor preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.

PREVAILING WAGE

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #ELEVATOR CONSTRUCTOR

DETERMINATION: NC-62-X-1-2011-1

ISSUE DATE: February 22, 2011

EXPIRATION DATE OF DETERMINATION: December 31, 2011** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

Portions^a of Kern, San Bernardino and San Luis Obispo are detailed below.

Employer Payments Straight-Time Overtime Hourly Rate

Classification Basic Health Pension^e Vacation/ Training Other Hours Total Daily Saturday Sunday

(Journey person) Hourly and Holiday Payments Hourly and

Rate Welfare Rate 1 1/2X^d 1 1/2X^d Holiday

Mechanic \$56.14 10.525 10.71 3.37 0.55 0.20 8 81.495 109.565 109.565 137.635^b

Mechanic (Employed in

industry more than 5 years) 56.14 10.525 10.71 4.49 0.55 0.20 8 82.615 110.685 110.685 138.755^b

Helper ^c 39.30 10.525 10.71 2.36 0.55 0.20 8 63.645 83.295 83.295 102.945^b

Helper (Employed in

industry more than 5 years) 39.30 10.525 10.71 3.14 0.55 0.20 8 64.425 84.075 84.075 103.725^b

#Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Division of Labor Statistics and Research.

^b For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the

Holiday rate for all hours worked.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Division of Labor Statistics and Research.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence

RFP # 2238 – Security Guard Services

provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*
DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

Issued 2/22/2011, Effective 3/4/2011 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2011

PREDETERMINED INCREASES FOR

ELEVATOR CONSTRUCTOR

(NC-62-X-1-2011-1)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES
PORTIONS OF KERN^a, SAN BERNARDINO^a, AND SAN LUIS OBISPO^a COUNTIES (*aApplies to portion of these counties north of the Tehachapi Line.*)

This predetermined increase for the above named craft applies only to the above-referenced determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2011**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination, which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

The predetermined increases applicable to determination NC-62-X-1-2011-1 are as follows:

MECHANIC (including Mechanic employed in industry more than 5 years)

Determination NC-62-X-1-2011-1 is currently in effect and expires on December 31, 2011**.

Effective on January 1, 2012 there will be \$3.00 increase to be allocated to wages and/or employer payments.

HELPER (including Helper employed in the industry more than 5 years)

Effective on January 1, 2012, there will be \$2.10 increase to be allocated to wages and/or employer payme payments.

There will be no further increases applicable to this determination.

Issued 2/22/2011, Effective 3/4/2011 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2011