

**COUNTY OF FRESNO**  
**REQUEST FOR PROPOSAL**  
**NUMBER: 910-5309**  
**ELEVATOR MAINTENANCE SERVICES**

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Issue Date: October 3, 2014

Closing Date: OCTOBER 23, 2014

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Shannon W. Kirby,  
phone (559) 600-7116, e-mail [skirby@co.fresno.ca.us](mailto:skirby@co.fresno.ca.us).

Check County of Fresno Purchasing's Open Solicitations  
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

---

( )

( )

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

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SIGNED BY

---

PRINT NAME

TITLE

**COUNTY OF FRESNO PURCHASING**  
**STANDARD INSTRUCTIONS AND CONDITIONS FOR**  
**REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

**GENERAL CONDITIONS**

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

**1. BID PREPARATION:**

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

**2. SUBMITTING BIDS:**

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

**3. FAILURE TO BID:**

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

**4. TAXES, CHARGES AND EXTRAS:**

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract

that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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## **OVERVIEW**

The County of Fresno on behalf of the Internal Services Department is requesting proposals from qualified vendors to provide "Elevator Maintenance".

The COUNTY of Fresno desires to enter into a multi-year agreement with a contractor to provide the regular inspection, preventive maintenance, and repairs for all elevators, dumb waiters and wheel chair lifts located in COUNTY buildings. The successful contractor must have a proven track record of performance with the various types and styles of equipment requiring service. The contractor must also meet the response time requirements articulated in the Call Back section of this RFP.

The COUNTY of Fresno has a total of fifty (50) elevators located in facilities throughout the COUNTY. This total represents a combination of hydraulic, geared and gearless traction cars, wheelchair lifts, and dumb waiters. The COUNTY of Fresno's delivery of service to the citizens of the COUNTY is dependent upon the reliable operation of this equipment.

This Request for Proposal (RFP) provides interested firms with the information required to submit proposals for elevator maintenance and repair services on a contractual basis.

The COUNTY has identified its needs for a complete maintenance program, and the submitted proposal shall, at a minimum, meet these requirements.

## KEY DATES

<b>RFQ Issue Date:</b>	<b>October 3, 2014</b>
<b>Vendor Conference was held on:</b>	<b>October 2, 2014 at 10:00A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Site Inspection was held on:</b>	<b>October 2, 2014 at 10:00A.M.</b>
<b><i>Tour Part 2 &amp; 3 were held:</i></b>	<b>October 3, 2014 at 10:00A.M.</b>
<b>Deadline for Written Requests for Interpretations or Corrections of RFQ:</b>	<b>October 8, 2014 at 5:00P.M.</b> E-Mail: <a href="mailto:skirby@co.fresno.ca.us">skirby@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>October 23, 2014 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702



## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

### ACKNOWLEDGED BY:

	( )	
Signature		Telephone
Print Name and Title		Date
Address		
City	State	Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

**Firm:** \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
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Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
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 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**

## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.



County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

#### **ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

**D. Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Facility Services, Attn: Mike Bartosch, 4590 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

### **CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### **APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

### **RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**SITE INSPECTION/VENDOR CONFERENCE:** Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination. The date inspection will be held as follows:

Tour 1	<u>DATE:</u>	October 2, 2014
	<u>TIME:</u>	Immediately following Vendor Conference.
	<u>LOCATION:</u>	4525 E. Hamilton Avenue, Fresno, CA 93702.
Tour 2 & 3	<u>DATE:</u>	October 3, 2014
	<u>TIME:</u>	9:00 A.M.
	<u>LOCATION:</u>	Brix Building, 1221 Fulton Mall, Fresno, CA 93721.

**VENDOR CONFERENCE:** On October 2, 2014 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

**NOTE: Vendor Conference and Site Inspections have already been completed.**

**NUMBER OF COPIES:** Submit one (1) original, with two (2) \*reproducible compact disc enclosed and four (4) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

**\*Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than October 8, 2014 at 5:00 p.m. Questions must be directed to the attention of Shannon W. Kirby, Buyer III.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [skirby@co.fresno.ca.us](mailto:skirby@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.



**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**Bonding Company Requirements:** Each bond specified in this RFP (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248. Each bond specified in this RFP shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than B+ or a financial size designation of less than VIII. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

## SCOPE OF WORK

The County of Fresno on behalf of the Internal Services Department is requesting proposals from qualified vendors to provide Elevator Maintenance services.

The Scope of Work includes:

- Full Maintenance Program - Fixed Price
- Limited Service Maintenance Program for Designated Equipment – Fixed Price
- Extra Services

### I. SERVICE CATEGORIES

#### A. Full Service Maintenance Program – Fixed Price

The CONTRACTOR shall furnish all labor, material, supplies, services and equipment necessary for FULL SERVICE MAINTENANCE service for elevators, dumbwaiters, and special lifting devices for the COUNTY of Fresno as noted in EXHIBIT A. The extent of service shall include qualified labor, supervision, all parts, tools, equipment, and cleaning, transportation (when and where required) and establishment and maintenance of records. Maintenance records shall include repair work performed and parts/materials used. All work performed shall be patterned after accepted commercial practices for routine elevator maintenance. All services and maintenance work is to be approved by the Owner/Agent prior to the work being performed. Any work not specifically mentioned, but which is needed to make the work complete within the intent of these specifications, shall be performed without additional cost.

Contractor will use trained journeyman level mechanics and helpers directly employed and supervised by the Contractor. Such employees shall be qualified to keep the equipment properly adjusted, and Contractor will use all reasonable care to maintain the equipment in proper and safe operating condition and to extend the life of the equipment.

Unless specifically exempted, the CONTRACTOR is totally responsible for entire elevator systems in the buildings.

The primary objectives are to:

- Make the necessary number of inspections required to maintain all elevators in first class operating condition at all times.
- Ensure the safe, reliable, and continued operations of all COUNTY elevator equipment
- Prevent breakdowns due to worn parts
- Maintain elevators above the point where deterioration begins

CONTRACTOR is to provide a fixed price for full service maintenance work on the elevators to include all per diem expenses, testing, adjustments, repairs, lubrication, travel, mileage, etc. Note that some tasks only apply to specific types of elevator equipment. For example, references to inspecting hydraulic fluid would apply to hydraulic elevators, but not traction elevators.

Full Service Maintenance shall consist of the following work:

1. Inspections, Cleaning, Lubricating, and Adjustments

Make the necessary number of inspections required to maintain all elevators in first-class operating condition at all times. Minimum frequency of regular service inspections required is shown on the Quotation Schedules. However, these are minimum only and do not relieve the CONTRACTOR from the responsibility of providing the necessary service visits to maintain equipment in accordance with these specifications.

Inspections shall include regular and systematic examination, adjustment, cleaning and lubrication. All lubricants, cleaning materials, paint, rags and other related items shall be supplied by the CONTRACTOR. Also, all necessary gear oil and hydraulic fluids shall be of proper grade for the purpose used. Hydraulic fluid reservoirs will be kept filled to within four (4) inches of the top. Worm gear lubricant shall be replaced annually. Notify Owner/Agent immediately of any condition which needs correction between regular inspection visits.

Furnish lubricants compounded to the manufacturer's rigid specifications. Change Filters, when and where applicable.

2. Supply, clean, repair, and replace all parts as required by wear and tear.

Only parts correctly designed and suitable in all respects shall be used. Only new parts that are correctly designed and suitable in all respects shall be used, unless authorized by the Owner/Agent.

If, in the opinion of the Owner/Agent, an unreasonable amount of time is consumed in restoring normal service because of parts procurement, payment for the month in which service is requested may be cancelled.

The CONTRACTOR shall provide a locally-available supply of spare parts adequate for said repair and/or services within a reasonable time. If, in the opinion of the Owner/Agent, the lack of available parts causes extended down time (24 hours or more) and parts are available from other local sources, the COUNTY may, at its option, instruct the CONTRACTOR to purchase the necessary parts locally at no additional cost to the COUNTY.

The list which follows is representative of parts to be maintained. It may not be complete or exhaustive. Other elevator parts and components which are present in the elevators and related systems, but are not listed here, are also included.

- Auxiliary/Accessory Equipment, including all auxiliary/accessory elevator equipment installed prior to commencement of this contract unless noted in the exclusions section. Examples include handicap and earthquake devices.
- Car, including power door operator, door, door protective devices, car fan, car door hangers, car door contact, load weighing equipment, leveling device and cams, car safety devices, car guide shoes and car sub flooring, car top operating switches, circulating fans, hoist way access switches, car top emergency exits, emergency alarm bells, mechanical/electrical communication, safety mechanisms, sound or special equipment, ventilation system.

- Controller, including relays, resistors, contacts, coils, leads, transformers, control rectifiers, reactors, filters, heat sinks, amp traps, transducers, fuses, timing devices and solid state components.
- Dispatching Equipment, including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, solid state components and car and operation stations.
- Exterior of machinery, motors, controls and all other parts shall be cleaned, properly painted, and presentable at all times.
- Elevator Machine Rooms - CONTRACTOR shall maintain in the elevator machine room, all elevator maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
- Fixtures: car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches and locks, lamps and sockets.  
Selector lamps and buttons shall be checked and replaced as needed on every service visit. Chipped or discolored push-buttons or indicators will also be changed.
- Governor: including sheave, bearings, shafts contacts and governor jaws.
- Guide Rails: Keep guide rails clean and properly lubricated, except that when roller type guides are involved, no rail lubrication shall be used. When necessary, the CONTRACTOR shall renew guide shoe gibs or rollers when worn/cracked, or as required to ensure smooth and quiet operations. All oil reservoirs shall be kept properly sealed to prevent leakage. Hoist ways, sill angles, I-beams, rail brackets, car tops and pit areas shall be kept free of lint, dust and debris at all times.
- Hoist way: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, door interlocks, compensating sheave assemblies, compensating chain or cables, traveling cables, hoist way and machine room wiring, hoist way door interlocks, hoist way door hangers and gibs and auxiliary closer.
- Hoist way entrance door: Sill areas beyond the entrance frame opening must be cleaned at each service visit.
- Hoisting Ropes: Examine and equalize tension of all hoisting ropes. Renew all hoisting and governor ropes when worn or rusted to ensure an adequate factor of safety. Also, repair and/or replace all electrical wiring and conductors extending to the equipment from main line switches in machinery rooms and outlets in hoist ways.
- Hydraulic Fluid: Furnish and maintain hydraulic fluid at proper operating level. Periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required. Furnish hydraulic fluid compounded to the manufacturer's rigid specifications. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.
- Jack Unit: including plunger, guide bearing, packing and packing gland.

- Lubricants: Furnish lubricants compounded to specifications and selected to give the best performance.
- Machine: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.
- Motor/Motor Generator: including motor windings, bearings, rotating element, commutators, brushes and brush holders, contacts, relays, resistors, packing.
- Mufflers and muffler components
- Pump Unit: including pump, V-belts, strainers, silencers, springs and gaskets.
- Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.
- Telephones: Telephone instruments shall be checked and repaired and any problems reported immediately to the County
- Valves: including relief valve, pilot, lowering, leveling and checking valves or any of the parts thereof.
- Wire ropes: Shall be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes. (Lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.)
- Other: All other signal and operating fixtures, scheduling and accessory devices which are part of the elevator installation at the time the bid for the work is submitted.

### 3. Safety Tests

Periodically examine all safety devices and conduct pressure tests, Firefighter's Service tests, and all other safety tests recommended or directed by all applicable governmental authorities (including those required by ANSI A17.1, National Elevator Safety Code or other applicable codes) in force at the time of the signing of this Agreement. At a minimum, safety tests must be done according to the procedures and frequencies prescribed by such regulatory agencies and witnessed by the Owner/Agent or his/her designee.

The CONTRACTOR shall promptly correct any defects that may be found in testing and examining the safety devices, and shall send a notice to the Owner/Agent advising of the test, test results, and corrections. Calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable.

Required tests include:

- Fire Service Recall Testing  
Contractor shall schedule and coordinate all Fire Service Recall Testing with the Owner/Agent for coordination with COUNTY personnel on standby generator operation and fire alarm testing related to fire service recall.  
Periodically examine periodically all safety devices and governors.
- Annual no-load Traction Test Annual Traction/Drum Elevator Safety Test

- Test car and counterweight buffers to determine conformance with the applicable plunger return requirements of Rule 201.4e. 3128 [Rule 1002.2a]  
 Test car safety to determine conformance with the applicable requirements of rule 205 and section 1202. 3128 [Rule 1002.2b]  
 Test the final terminal stopping device to determine conformance with the applicable requirements of Rule 205 and Section 1202. 3128 [Rule 1002.2e.]  
 Provide mechanic to standby for testing of fire and other emergency conditions as per State of California requirements.  
 Test the seismic device for proper operation.  
 Test the operation of the elevator standby power conditions to determine conformance with the applicable requirements of Rule 211.2. 3128 [Rule 1002.2g]
- Five Year Full Load Safety Test  
 Five (5) Year full load safety test per ANSI A17.1 and provide and install required test tags.  
 If the load test discloses any deficiencies in the operation of the equipment tested which are not covered under the service agreement, the CONTRACTOR shall submit a proposal and estimate to the Owner/Agent to obtain approval for work needed to put the specific equipment in proper condition and in compliance with the above mentioned specifications.

4. Maintain guaranteed performance levels.

Operational performance standards for elevators maintained under this Contract will be established by the CONTRACTOR and approved by the Owner/Agent. Performance shall be brought up to these standards and so maintained at all times during the Contract.

At the start of, and at least annually throughout the Contract, the CONTRACTOR shall submit a comprehensive report showing actual measurements of operational performances of all elevators.

This report shall be on an approved form and shall include brake-to-brake times, cycle times, door open and door close times, door waiting times, ride quality and other pertinent information, as well as location, number, capacity, speed, type, number of stops, and the name of the person making the report.

Periodic checks of the condition and performance of equipment will be made by the COUNTY or their Inspector Consultants. Any material, labor or readjustment needed to restore equipment to established standards shall be provided by the CONTRACTOR under the terms of this Contract without additional cost to the COUNTY, and in a timely manner. The CONTRACTOR shall also make adjustments in dispatch programming, door speed, waiting times, etc., to suit building requirements when requested by the Owner/Agent or his/her authorized representative.

Annually, all elevators are to be checked and adjusted, as described herein, by an elevator adjuster, with a written report submitted to the Owner/Agent. A final report

is to be submitted during the final thirty (30) days of the Contract. The annual checking/adjusting will include, but not be limited to:

- Using an oscilloscope, adjusting acceleration/deceleration, leveling and other necessary motor control functions;
- Cleaning and adjusting all brakes;
- Adjusting all load-weighing devices (using test weights);
- Testing and calibration of governors; and
- Thorough evaluation and correction of any problems with signal, dispatch or zoning circuitry.

Required performance measures include:

- Brake-to-Brake Time – Maximum time in seconds for car to travel between typical floors from actual start to completion of leveling, regardless of load or travel direction.
- Dispatching Systems – Annually, Contractor shall check the group dispatching systems and test as necessary to ensure that all circuits and time settings are properly adjusted and that the system performs as designed. Additionally, Contractor shall check to ensure the system is installed and performing according to the manufacturer's recommendation or to adjust and maintain revised settings upon direction of Owner/Agent.
- Door Open Time - is the maximum time in seconds from the time doors start to open until doors are fully open. It is measured from the fully closed door position to a fully open stopped position.
- Door operation - shall be positive and quiet with rapid and smooth checking at limits of travel.
- Door Close Time – is the maximum time in seconds from the time doors start to close until doors are fully closed. It is measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 pounds.
- Door Dwell Time – Maximum time door remains in the open position before beginning to close.
- Emergency – At least monthly, the Emergency Fire Service and the Battery Operated Emergency Lights and earthquake systems shall be tested and any defects corrected in a timely manner.
- Leveling Accuracy - as measured from car sill to landing sill at a fully stopped position under all load conditions.
- Rated Speed - Contractor shall maintain the Rated Speed in feet per minute, according to the original performance time, including acceleration and retardation as designed and installed by the manufacturer. It shall not vary by more than 5%, regardless of direction or load.
- Ride, Acceleration, Deceleration, Stop - Contractor shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

- Safe Conditions - CONTRACTOR shall maintain all equipment in safe condition at all times. CONTRACTOR shall recommend any changes necessary to maintain this state.
- Start to Stop Time - as measured from the moment the car begins motion till the time it stops for a single floor run.
- Miscellaneous - In addition to all of the above specifications, any and all items in the manufacturer's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.

5. Full Service Maintenance Exclusions:

The following items are not included in the fixed prices quoted for "full service" maintenance, and will be billed at according to the Extra Services provisions of this RFP:

Maintaining, refinishing, repairing or replacements of:

- Any components of the elevator cab, its floor, floor covering, sills, handrails, ceiling, etc.
- Hydraulic cylinders, casings and concealed hydraulic piping
- Light fixtures and bulbs associated fixtures used for cab illumination
- Main line power switches, breakers and feeders to control equipment
- Smoke and/or heat detectors/sensors

Service calls required due to:

Negligence, accident, vandalism or misuse of the equipment by anyone other than the CONTRACTOR, his employees, subcontractors, servants or agents, or other causes beyond the CONTRACTOR's control except ordinary wear and tear.\*

Examples:

- Doors kicked off tracks
- Fire in elevator cab set by vandals and burned car buttons
- Doors knocked off tracks by COUNTY personnel (e.g. furniture movers)
- Car left "keyed off" or left on "independent" by building personnel, movers or security guards.
- Safety tripped elevator off due to someone jumping up and down in the elevator.
- Debris in car or hall door sill tracks.
- Foreign objects caught or wedged under car or hall doors such as carpet tacks, small rocks and coins.

Any extra charge associated with the CONTRACTOR's claim of negligence, accident, vandalism or misuse must be verified with the Owner/Agent prior to the repair of the equipment, or payment may be withheld.



**Other Exclusions**

- Retrieval of occupant or visitor keys dropped in the pit
- Flooded machine room, top of car, or pit
- Elevator out of service due to verified electrical outage or other electrical problem for which the COUNTY is responsible.
- Elevator telephones not working
- Changes in design and construction mandated by changes in law or code

**B. Limited Service Maintenance**

A number of COUNTY elevators, identified herein, are in buildings that are currently vacant. In those facilities, the COUNTY wishes to provide the minimal services necessary to keep the elevators operational and permits activated.

"Limited Service" shall be defined as the following: The elevators will be examined for optimum operation by the CONTRACTOR. The CONTRACTOR shall examine, clean, and lubricate the following components: Controller, Machine, Motor, Generator, Interlocks, Guide Rails, Door Operator & Door Equipment, Fixtures, Sheaves, Ropes, Governors, Hydraulic Power Units, and Jack Assemblies.

The CONTRACTOR shall make minor adjustments to the equipment while on scheduled service visits if in the CONTRACTOR'S opinion such changes are required.

All work shall be completed during the normal contractual days & hours of Monday thru Friday, 6:00 a.m. thru 6:00pm. All costs associated with repair, replacement parts, testing, and labor are NOT included; if these items are required they will be submitted to the COUNTY as a separate cost to be paid by the COUNTY and not performed unless approved by the Owner/Agent. CONTRACTOR shall respond to both emergency calls and regular service calls for elevator repair; these calls shall be billed at the contractual COUNTY rates.

Equipment with Limited Service is identified in the Quotation Summary.

**II. OTHER EQUIPMENT SERVICED****A. Service Lifts/Dumbwaiters**

Preventive maintenance is limited to inspection and lubrication. Repair parts and labor are to be billed as Extra Service.

**B. Wheelchair Lifts**

Preventive maintenance is limited to inspection and lubrication. Repair parts and labor are to be billed as Extra Service.

**III. CALL BACK SERVICE**

A callback is a request from the Owner/Agent to the CONTRACTOR requesting the CONTRACTOR to go to a specific elevator to correct any problem and/or condition which needs attention before the CONTRACTOR's next scheduled preventive maintenance visit.

The CONTRACTOR shall provide 24-hour-a-day, 7 days-a-week, callback service, as part of the full service maintenance fee and at no added cost to the COUNTY. The CONTRACTOR may only bill for callback service if the work performed is not the

responsibility of the CONTRACTOR (see "Exclusions"). In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Owner/Agent or those persons designated by the Owner/Agent, in accordance with the following schedule:

A Call-Back service shall consist of prompt response to requests from the Owner/Agent or his/her authorized representatives for emergency services on any day of the week at any hour of the day or night. Call-backs will be categorized as follows:

LEVEL I – Trapped passenger or situation causing imminent harm to passenger, machinery or building - Requires onsite response in thirty (30) minutes or less.

LEVEL II – Out of service equipment which critically affects the building operations such as, but not limited to, only means of conveyance in the building. - Requires onsite response in ninety (90) minutes or less.

LEVEL III – All other types of call –backs not defined by Level I or II. This requires onsite response at 0600 hrs. the next normal working day.

Determination of call level is at the discretion of the Owner/Agent or his/her authorized representative. Failure to furnish emergency call-back service within the above-specified time of notification of need may result in termination of the Contract, withholding of payment, and/or another elevator CONTRACTOR to be hired to complete the work at the current CONTRACTOR's expense.

Response time is defined as the time it takes for the service technician to arrive at the specified elevator location from the time the request for service is made by the COUNTY. This time specification is NOT conditional. Outside influences such as weather conditions, traffic congestion, highway construction, absenteeism, etc. are not acceptable justifications for failure to meet our required response time specification.

For each service call the CONTRACTOR shall provide to the Owner/Agent a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:

- Name and address of the CONTRACTOR
- Name of the CONTRACTOR's employee(s) performing the work
- Date(s) work performed and work hours expended
- Time technician(s) arrived on site and time they left
- Brief description of work performed/corrective action including equipment identification
- Determination of whether the emergency response call is covered by the full service maintenance agreement. If not, why not? Call-Backs for elevators that are not under full service maintenance agreements, or that are required due to one or more of the exclusions (vandalism, fire alarm caused shutdown, etc.) shall be billed at the quoted hourly rates (whether for regular hours or overtime) proposed by the Bidder in the Quotation Schedule.
- Signature and name of the CONTRACTOR's employee authorized to sign for the CONTRACTOR and attest to the necessity and completeness of the work, and the accuracy of the invoice

The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Owner/Agent in advance of the first submittal.

All work of a call-back nature or trouble calls shall be treated as an emergency, and work commenced shall be carried through to completion without delay.

This report shall either be sent as an e-mail attachment to the Owner/Agent or as an email notification of the incident with a link to where the detailed information can be found in an online reporting tool provided by the CONTRACTOR.

#### **IV. EXTRA SERVICES**

The COUNTY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work only by written Orders, either:

- A.** Initiated by the Owner/Agent and properly approved and authorized, and setting forth the dollar amount to be added or deducted, or
- B.** Initiated/proposed by the CONTRACTOR, setting forth the dollar amount, and properly approved and authorized by the Owner/Agent.

CONTRACTOR shall not undertake any Extra Services without the advance written authorization of a COUNTY Representative. Such Extra Services are expressly contemplated to include, but are not necessarily limited to:

- Modernization of one or more elevator components
- Five (5) year load tests, as mandated by Cal-OSHA
- Repairs that are required, but which are expressly excluded from the maintenance services agreement scope of work (see exclusions.)

The CONTRACTOR shall submit a written proposal outlining the scope of work for these additional services, and the estimated cost. This proposal shall be submitted as an e-mail attachment to the Owner/Agent. Cost shall equal the estimated number of hours multiplied by the hourly rate proposed in the CONTRACTOR's bid. Materials shall be billed according to the discount of list price proposed by the CONTRACTOR in their bid.

The CONTRACTOR'S proposal shall be subject to the terms and conditions of the COUNTY Agreement. CONTRACTOR shall not add any additional terms and conditions to the proposal that are not already included in the Agreement.

If the COUNTY decides to proceed, the Owner/Agent will sign the proposal and send it back to the CONTRACTOR as an e-mail attachment to authorize the work.

#### **V. REGULATORY COMPLIANCE**

In the performance of the contract resulting from this RFP, CONTRACTOR agrees to carry out all work in strict compliance with all laws, codes, rules and regulations set forth with regard to the equipment by municipal, state, or federal authorities having jurisdiction in effect on the date of the contract including but not limited to:

- A.** ANSI A 17.3-2011 Safety Code for elevators and Escalators
- B.** ISO 41901 to 6: 1984 Lifts and Service Lifts (USA: elevators and dumbwaiters)

- C. Prevailing Wage Law
- D. Cal/OSHA - Title 8 - Elevators
- E. California Administrative Code
- F. All other Cal-OSHA requirements and other regulations of officials or State Agencies having legal jurisdiction
- G. Title 24, including pressure relief tests
- H. Worker's Compensation Act with all amendments
- I. All relevant safety, health, environmental codes from federal, state or local municipalities including Title 40, code of Federal Regulations, Title 296.
- J. COUNTY policies
- K. Labor and Industries

Contractor shall manage resolution of and respond in writing to all Labor and Industries inspection results. This includes coordinating all documentation and working with the Owner/Agent on division of work between the contractor and the COUNTY to resolve deficiencies and scheduling of all work.

The Owner/Agent will notify the CONTRACTOR when they receive a Preliminary Notice which documents required repairs and corrections. This will be scanned and sent to the CONTRACTOR via e-mail with direction to take care of these items immediately. Once corrections are made the CONTRACTOR shall notify both Labor and Industries and the Owner/Agent. The CONTRACTOR shall communicate with Labor and Industries in the event that a required repair or correction cannot be completed by L&I's deadline.

Repairs and corrections required by regulatory agencies which are covered by the elevator maintenance agreement shall be done at no additional charge to the COUNTY. For those that are not covered by the elevator maintenance agreement, the CONTRACTOR shall submit a proposal and estimate to the Owner/Agent as described in the Extra Services section of this RFP.

## VI. DOCUMENTATION AND REPORT REQUIREMENTS

The COUNTY requires the contractor to maintain full documentation covering performance. Forms and formats required for the schedules, monthly worksheets, checklists, call-back records and performance reports must be approved by the Owner/Agent before work of the Contract commences. Documentation will be maintained in the Owner/Agent's office. This will include, but will not be limited to, the following:

### A. Ongoing

Contractor shall immediately notify the COUNTY of defects or required modifications in the elevators which the contractor considers to be beyond the scope of the contract, and shall furnish the COUNTY with a detailed written estimate of the repair costs. The COUNTY will then determine if and when the work needs to be done and if it can be accomplished within the scope of the contract. The COUNTY will have the defect corrected as it deems appropriate.

- Inspection Checklist

The CONTRACTOR shall provide a detailed, comprehensive elevator inspection checklist that is used by their technicians during preventive maintenance visits.

- Log

The CONTRACTOR shall provide and keep current a suitable log for each elevator, posted in the machine room or other location designated by the Owner/Agent, on which entries shall be made to indicate the status of all routine maintenance and repairs performed, including a brief description of the work performed, parts installed, date, and mechanic's name. These logs shall include emergency call-back service, describing the nature of all complaints and their resolution.

The Contractor must properly initial the log to indicate the work has been accomplished. The logs shall be kept in the equipment rooms at each location.

- Changes to elevator components

All changes in writing of the elevator components will be recorded on the COUNTY's plans and specifications located at the elevator machine room.

## **B. Monthly**

- Monthly report

The CONTRACTOR shall provide a monthly report that includes each of the following:

- Description of all major safety related problems encountered or any equipment not operating to design specifications.
- List of all work scheduled to be performed, but that was not completed during the specified time frame.
- A completed Inspection Form for each elevator which documents the following;
  - Site location,
  - Technician's name
  - Date and time (in work hours) required to perform the work including arrival and departure times,
  - Description of work performed,
  - In the case of callback service; provide a description of the callback and corrective action taken,
  - List of all materials used
- Record of all after hours call backs

The monthly report format and information provided shall be pre-approved by the Agency Representative.

Written documentation as to the performance of monthly services shall be provided to the Owner/Agent. Documentation is due by the 10th of the following month

## **C. Annual**

- Service record (hard copy) for each elevator

A service record for each report, showing all preventative maintenance, repairs and all callback service performed, shall be submitted. The service record(s) shall be kept in the appropriate elevator machine room at the Facility and shall indicate;

- Site location,

- Type of work performed (preventative maintenance, repair, callback service, other),
- Date and time (in work hours) required to perform the work,
- List all corrective actions taken and repairs and replacements performed.
- Annual Elevator Performance Criteria
 

Annual performance testing including all of the performance criteria listed in Performance Criteria section of this RFP to verify and document maintenance of all original design performance characteristics.
- Elevator Condition Report
 

Contractor shall update the "Elevator Condition Report" annually. Four copies of the survey are to be provided to the Owner/Agent no later than December 31 of each year. The survey is to include features which are installed, features which are not installed, the costs for all needed upgrades/deficiencies, summaries of those costs, and other general information for each elevator maintained as a part of any contract provided in response to this solicitation. The survey shall be provided in hard copy in a notebook and electronically as a Microsoft Word or .pdf file, and shall contain the following sections:

  - General Information, Location, Type, Age, Grand, No. of stops, etc.
  - Safety Features
  - Fire Service Features
  - ADA Compliance
  - Obsolescence, which equipment is obsolete
  - Seismic Safety Features
  - Any written manufacturer recommendations for elevators/escalators preventive maintenance and the latest adopted editions of ASME A17.1.
  - Life Expectancy of Major Components Based on Current Use Levels
  - Ranking of Elevators from those in the worst condition to the best condition; the following formula shall be used:
$$\text{Elevator Condition} = \frac{\text{Cost of Deficiencies/Upgrades}}{\text{Current Replacement Value}}$$

## VII. MINIMUM FREQUENCY OF REGULAR SERVICE

The minimum number of inspections required is shown on the Quotation Schedules; however, these are minimum only and do not relieve Contractor from the responsibility of providing the necessary service visits to maintain equipment in accordance with these specifications.

Minimum time spent for service inspections will be one (1) hour per traction- gearless elevators, one (1) hour per hydraulic elevator and one-half (1/2) hour per dumbwaiter. Sign in sheets will be required.

## VIII. SCHEDULES AND REQUIRED RECORD KEEPING

All inspections, lubrication, adjustment, tests, cleaning, repairing and other maintenance activities shall be performed in accordance with schedules submitted by the CONTRACTOR with his/her bid, subject to any modifications made by the Owner/Agent.

These work schedules shall be designed for each type of equipment to be serviced, and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the CONTRACTOR for the duration of the Contract work schedule in awarding the Contract.

Here is an **example** of one possible way to format the preventive maintenance schedule:

	Geared & Gearless Passenger and Service	Hydraulic Passenger and Service	Wheelchair Lifts
Each Visit			
Monthly			
Quarterly			
Semi-Annual			
Annual			
Five Year			

The CONTRACTOR may format the information in whatever way best communicates their maintenance plan for each equipment type and characteristic, specified by month, quarter, annually, etc.

After approval of schedules by the Owner/Agent and commencement of work, the CONTRACTOR shall keep these work schedules on display in each equipment room and perform regular maintenance service in accordance therewith. Schedules posted shall be of the chart type, which shall be initialed by the technician when each scheduled inspection is performed. The CONTRACTOR and his/her employees will, when requested by the Owner/Agent, check-in upon arrival and check-out when leaving the building.

The CONTRACTOR shall submit with his/her monthly billing to the Owner/Agent, as a basis for payment of claim for services rendered, a monthly worksheet for each elevator, clearly indicating all work, regular maintenance or trouble/emergency calls performed scheduled or unscheduled, to include date, time and the hours worked.

All forms required for the above schedules, monthly worksheets, call-back records and performance reports must be approved by the Owner/Agent before work of the Contract commences.

All completed logs, schedules and records become the property of the COUNTY.

## IX. ELEVATOR DOWNTIME

The intent of preventive maintenance is to minimize downtime of the COUNTY's elevators. Not more than one elevator shall be put out of service in a building at one time for regular maintenance, lubrication and servicing. When an elevator is taken out of service for planned maintenance the Owner/Agent shall be notified in advance so they can notify building occupants. This information shall include how and when the elevator is to be put back into service. Owner/Agent will approve all downtime for all elevators. For critical units, or those with limited or no back up, shutdowns must be limited to the fullest extent possible.

**X. OWNER/AGENT RIGHTS AND RESPONSIBILITIES**

The term "Owner/Agent" shall refer to the Internal Services Department, Facility Services Manager or his/her agent acting for him/her in the supervision of this Contract/Agreement.

- A. It will be the duty of the Owner/Agent to supervise the work as it progresses, as well as to inspect materials which are used in the work. The duty of Inspectors (agents) acting under the Owner/Agent shall be limited to reporting deviations from the specifications, but they shall have the authority to stop the work, pending a decision by the Owner/Agent. The Inspector shall have no power to alter the specifications. Advice or directions given to the CONTRACTOR by the Inspector shall not be binding upon the Owner/Agent, neither shall it release the CONTRACTOR from his/her responsibilities as herein stated.
- B. At the discretion of the Owner/Agent, professional consultants may be employed as Inspector Consultants to determine whether the level of maintenance and equipment performance complies with these specifications. Should the inspection show inadequate maintenance or equipment performance, the cost to return all equipment to proper operating standards, and the Inspector Consultant Fee, shall be paid by the CONTRACTOR.
- C. It will be the right of the Owner/Agent at any time to stop defective work or to stop the entire work by the CONTRACTOR if he/she is not complying with the rules, specifications and Contract entered into between The COUNTY of Fresno and the CONTRACTOR.
- D. The Owner/Agent shall have the right to require the CONTRACTOR to remove at any time any employee of the CONTRACTOR who shall be employed on this job and who appears to be incompetent, who acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including COUNTY rules and regulations, and such person shall not again be put to work on this job without written consent of the Owner/Agent. Whenever the CONTRACTOR is not present on any part of the work where it may be necessary to give directions, orders will be given by the Owner/Agent and shall be received and obeyed by the superintendent or foreman, or whoever may have charge of the particular work in reference to which the orders are given.
- E. COUNTY will be responsible for elevator telephone programming and monitoring.
- F. TIME IS OF THE ESSENCE - The COUNTY reserves the right to obtain parts and/or service from another CONTRACTOR able to provide immediately on any elevator which CONTRACTOR cannot return to service immediately for lack of appropriate equipment or parts. The COUNTY may charge back other CONTRACTOR's regular and ordinary charge to CONTRACTOR. Time is of the essence for performance.

**XI. CONTRACTOR RIGHTS AND RESPONSIBILITIES**

- A. CONTRACTOR shall make the necessary number of inspections required to maintain all elevators in first class operating condition at all times. Minimum frequency of regular service inspections required is shown on the Cost Proposal Excel Spreadsheet (**Attachment A**); however, these are minimum only and do not relieve Contractor from the responsibility of providing the Minimum time spent for service inspections will be one (1) hour per traction- gearless elevators, one (1) hour per hydraulic elevator and one-half (1/2) hour per dumbwaiter.



- B. The CONTRACTOR shall take responsibility for the work and shall bear all losses to him/her resulting from the negligence of the CONTRACTOR. The CONTRACTOR shall be responsible for all work of subcontractors, and shall assume the defense of and indemnify and save harmless The COUNTY of Fresno and any of its officers and their agents from claims of any kind arising from the negligent performance of this Contract by the CONTRACTOR or any of his/her subcontractors. The CONTRACTOR shall not be liable for injuries or damage to persons or property except those directly due to his/her own acts or omissions, and the responsibility of the COUNTY for injuries or damage to persons or property while on or about the equipment being maintained hereunder is in no way affected by this Agreement. The CONTRACTOR shall not be liable for any loss, damage or delay caused by strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischiefs, acts of God or any cause beyond his/her reasonable control.
- C. The CONTRACTOR shall in no case allow the performance of work by subcontract unless the subcontract has been approved by the Owner/Agent, and in no case shall the use of subcontractors in any way alter the position of the CONTRACTOR or his sureties with relation to his/her Contract with The COUNTY of Fresno. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the CONTRACTOR.
- D. The CONTRACTOR shall obtain prior approval of the Owner/Agent in writing for any area or space required for the CONTRACTOR's storage during operations. This space will be maintained in a clean and orderly fashion.
- E. Materials, equipment, etc., shall not be piled or stored in any location which shall interfere with the conduct of the normal functions of the building or property. All required safety precautions, such as barricades, signs, danger signals, etc., shall be furnished and installed by the CONTRACTOR during operations.
- F. Upon demand of the Owner/Agent, the CONTRACTOR shall correct any dangerous or hazardous situations that the Owner/Agent may indicate.
- G. The CONTRACTOR shall completely protect against damage from either materials or equipment all surfaces, equipment and facilities adjoining the work area, including, but not limited to, woodwork, walls and floors. All repair or replacement costs resulting from this damage shall be borne by the CONTRACTOR. At the conclusion of each day's work, the CONTRACTOR shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the Owner/Agent.
- H. The CONTRACTOR must specify the degree of support the COUNTY may be required to furnish to accomplish the requirements of this Agreement, if any, specify the man hours required and the nature of the COUNTY's participation within the scope of the Agreement.
- I. CONTROLLED ACCESS - Certain County buildings are controlled access facilities. CONTRACTOR may experience delays in entering and exiting some facilities due to security procedures.
- J. DETENTION FACILITIES - Work performed at detention facilities and in paths of travel for inmates in courthouses will require the CONTRACTOR to alert all mechanics and subcontractors of the necessity for extreme care in accounting for and keeping all areas free of any and all types of hand tools, power tools, small parts, scrap materials, and all other materials which may be concealed upon an inmate's person.

- The Fresno COUNTY Sheriff's Office Jail Division maintains a NO HOSTAGE FACILITY and will not consider bargaining with hostage takers for ANY reason.
  - It is the policy of the Fresno COUNTY Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.
  - It is the policy of the Fresno COUNTY Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.
  - Employees of the CONTRACTOR will be required to obtain and maintain a Detention Facility Access Permit issued by The COUNTY of Fresno Sheriff's Department.
- K.** The CONTRACTOR shall provide sufficient mechanics and helpers for the exclusive service of the elevators listed on the Quotation Schedules, regardless of the day or time, in accordance with the specifications herein. Temporary mechanics shall not be substituted for tenured elevator mechanics without the approval of the Owner/Agent.
- L.** The CONTRACTOR shall provide, for approval by the Owner/Agent, the toll-free procedure to be followed for requesting services provided in this Agreement. This procedure will include the method of requesting service, ability to provide estimated arrival time of mechanic to site, reporting of call completion, and communication with requesting staff and mechanics servicing the Contract.
- M.** The CONTRACTOR shall have the ability to provide information regarding call-back and service history via electronic means available to the Owner/Agent on a daily basis. Ideally, this would be through a website interface which can be queried and from which reports can be generated by the Owner/Agent, as needed.

## **XII. MANNER AND TIME OF CONDUCTING THE WORK**

- A.** Except for emergency call-back service, all work shall be performed during regular working hours and days. Regular contract coverage working hours are from 6:00 a.m. until 6:00 p.m., Monday through Friday, COUNTY holidays excluded.
- B.** All equipment shutdowns for regular maintenance, repairs or extra examinations shall be scheduled in advance with the designated COUNTY representative and approved by the Owner/Agent so as not to interfere with building operations during peak usage times. Shutdowns in excess of one-half hour may require scheduling outside of normal business hours. No extra charges will be incurred because of a scheduled shutdown, regardless of day or time.
- C.** When required to avoid disruption of COUNTY activities, it may be necessary to schedule maintenance and inspection at other times. The Full Service/fixed price maintenance rates provided by CONTRACTOR shall entitle the COUNTY to maintenance service 24 hours per day, 7 days per week.
- D.** No equipment requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the CONTRACTOR. Any part or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall be begun and carried to completion as soon as possible unless the Owner/Agent approves other arrangements.

- E. The COUNTY does not pay extra for travel time or mileage for maintenance or call-back services. CONTRACTOR should include these costs along with their other overhead in their quoted prices.

### **XIII. HOUSEKEEPING**

- A. All elevator machine rooms, hoist ways, pits, and elevator equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
- B. CONTRACTOR will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. CONTRACTOR must follow environmentally safe practices when disposing of any waste.
- C. CONTRACTOR will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.
- D. CONTRACTOR shall immediately notify the Owner/Agent in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.

### **XIV. COMMUNICATIONS**

- A. It is expected that CONTRACTOR shall maintain regular and effective communications with the Owner/Agent regarding the following so that the Owner/Agent can notify Departmental representatives in the affected area as quickly as possible, including but not limited to:
  - 1. Prompt notification of major work required, safety related or serious problems, and unusual circumstances.
  - 2. Notification of any damaged or abused equipment.
  - 3. Notification of any equipment not operating as designed.
  - 4. IMMEDIATE Notification of EMERGENCY shutdown of any equipment.
  - 5. Proposed downtime with schedule for any routine maintenance.
  - 6. Communication with the manufacturer to determine required modification to equipment or servicing methods and adjustments.
  - 7. Feedback of maintenance problems, and equipment performance through well documented service slips.

CONTRACTOR shall attend review meetings with the Owner/Agent on a quarterly basis to discuss.

  - Customer satisfaction
  - Compliance issues
  - Invoices
  - Service items
  - Repair items
  - Capital planning
- B. All elevator service personnel are to report the Owner/Agent or designee prior to starting work. A sign-in log will be maintained with before and after work entries.

## **XV. MINIMUM QUALIFICATIONS**

Bidder must, at the time of bid opening, be an established business firm licensed to do business in the State of California, with all necessary licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this Request for Proposal solicitation. All contractors responding shall demonstrate that:

- A.** CONTRACTOR has satisfactorily completed work of a similar nature to the work described in this RFP continuously for the past ten (10) years;
- B.** All work shall be performed by skilled elevator adjusters, mechanics and helpers directly employed and supervised by the CONTRACTOR. Only qualified elevator mechanics with a minimum of four (4) years journeyman experience shall be allowed to perform service or maintenance work.
- C.** Helpers must work under the direct supervision of a journeyman mechanic.
- D.** CONTRACTOR has all necessary licenses to perform the work under this solicitation;
- E.** CONTRACTOR can meet the emergency response time requirement;
- F.** CONTRACTOR understands and subscribes to the prevailing wage requirements;
- G.** CONTRACTOR provides references to attest to the quality and timeliness of the similar services provided. The quality and applicability of CONTRACTOR references will be used as a factor for CONTRACTOR selection.

## **XVI. CONTRACTOR'S EMPLOYEES**

- A.** CONTRACTOR's employees shall be trained journeyman-level mechanics and helpers, thoroughly skilled in elevator maintenance and directly employed and supervised by the CONTRACTOR. Employees will use all reasonable care to maintain the elevator equipment in a proper and safe operating condition and to extend the life of the equipment.
- B.** CONTRACTORS bidding on this solicitation must submit as part of their bid documentation a detailed resume for all personnel who will be utilized under any resultant contract. Include a detailed description of the previous six (6) years of employment history. Include the name and address of the companies the employee has worked for during the past six (6) years along with the name and telephone numbers of their immediate supervisor. Personnel proposed by any bidder may be required to pass such tests as will demonstrate their knowledge of elevators and their personal ability to maintain them systematically. The COUNTY reserves the right to reject any proposed personnel. All CONTRACTOR personnel performing work defined under this bid must:
  - 1. Perform work in a proper workmanlike manner to the complete satisfaction of the COUNTY's Representative. CONTRACTOR, its agents, employees or subcontractors shall conform in all respects with access, physical, fire or other security regulations while on the COUNTY's premises.
  - 2. Be able to meet the response time requirements of the COUNTY, as outlined in this RFP.

3. Take precautions to prevent injury to building users while work is in progress. CONTRACTOR shall protect building finishes, such as vinyl tile, carpet, walls, doors, from soiling and damage. CONTRACTOR shall render damaged or soiled areas like new and shall supply all cleaning materials and cannot utilize custodial materials maintained by the COUNTY.

#### **XVII. FIELD INSPECTION**

- A. Field inspection will be made as provided herein of these specifications, and notices of imperfections of work given to the foreman or the superintendent of CONTRACTOR shall be as if given to CONTRACTOR personally. Such notices need not be written.
- B. Inspection shall not relieve CONTRACTOR of his obligations to furnish materials and workmanship in accordance with the Contract, and imperfections of materials or workmanship overlooked by inspectors or the Owner/Agent shall not be exempt from rejection if they shall later be discovered.
- C. CONTRACTOR shall notify the Owner/Agent at the time he/she intends to begin work, and shall also inform the Owner/Agent of the intent to begin the component parts of the work in order that provisions can be made for proper inspection and adequate supervision.
- D. CONTRACTOR shall, at no additional cost, make a mechanic available onsite as requested by the Owner/Agent whenever an inspector from the State of California or any other agency governing the operation and use of equipment identified herein is present at the job site.

#### **XVIII. WIRING AND CONSTRUCTION PRINTS**

All wiring and construction prints or diagrams of elevators covered under this Contract are the property of the COUNTY, and upon termination of the Contract, shall be delivered to the Owner/Agent. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the Owner/Agent. Any changes without prior approval may be considered a Breach of Contract. All changes in circuitry made by the CONTRACTOR shall be properly recorded on the diagrams, including the date of change and the name of the person making same. It is the responsibility of the CONTRACTOR to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain at the job site. Any wiring changes shall be to point of origination and not spliced. Wiring diagrams shall be maintained in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.6.3.

#### **XIX. MEASUREMENTS, TAKEOFFS, PLAN UPDATES**

CONTRACTOR shall take own measurements and takeoffs and shall be responsible for same. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by COUNTY. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

#### **XX. EQUIPMENT**

Where the use of particular types of pieces of equipment have been banned, or where the Owner/Agent has condemned it for use on the work of any piece or pieces of equipment, CONTRACTOR shall remove such equipment from the site of work, and failure to do so within a reasonable time may be considered a breach of contract.

**XXI. TRAINING**

Contractor shall schedule and hold annual training sessions for COUNTY maintenance personnel for safe retrieval of passengers, safe access to elevator pits, all related safety training for access to all fire alarm equipment in hoistways, and proper lockout/tag out procedures on all elevator equipment. All training should be coordinated through the Owner/Agent. Training shall be to manufacturer's standards for all brands in the COUNTY.

**XXII. ADDING, DELETING, AND MODIFYING SERVICES**

In the event that the COUNTY withdraws any equipment from service, or the usefulness of any equipment ends during the term of this Contract, the CONTRACTOR shall agree to negotiate an acceptable reduction of cost for services for the balance of the duration of said Contract. In the event the COUNTY desires to modify service levels to one or more pieces of equipment, the CONTRACTOR shall agree to negotiate an acceptable reduction in cost for services for the balance of the duration of said Contract. In the event the COUNTY desires to add additional equipment, the CONTRACTOR shall agree to negotiate an acceptable additional cost for services for the balance of the duration of said Contract.

**XXIII. SAFETY DATA SHEETS (SDS)**

CONTRACTOR shall furnish the Owner/Agent SDS sheets for all products CONTRACTOR intends to utilize in the contract resulting from this RFP. This includes all cleaning solvents, lubricants, oils, greases, paints, etc. used during their performance of the elevator preventive maintenance. The SDS sheets must be provided to the Owner/Agent prior to any work be done. It is the contractor's responsibility to inform and train the employees working on the elevators on the use of Safety Data Sheets. SDS copies will be maintained at the Owner/Agents office. A copy of the applicable Material Safety Data Sheets shall be visibility mounted in each elevator equipment room in a protective cover.

**XXIV. HAZARDOUS MATERIALS**

In the event hazardous materials are encountered, CONTRACTOR shall notify the COUNTY and the COUNTY will be responsible for abatement.

**XXV. BIDDER INSPECTION/INVESTIGATION**

- A.** Prior to bidding, CONTRACTOR must inform him/herself, through personal examination of equipment to be maintained and of the various sites of the proposed work, as to the actual conditions and requirements of the work. Due consideration shall be given to the specifications and other factors, as he/she may prefer, regarding unusual difficulties that may be encountered in prosecuting the work, and all circumstances and conditions affecting the cost of the work.
- B.** Should the CONTRACTOR find that any of the equipment requires extensive or major repairs before the CONTRACTOR can undertake full maintenance at the Contract price name, the CONTRACTOR shall submit with his/her bid a separate itemized price of the labor and materials to recondition that equipment before it is acceptable to him/her for maintenance under the service Contract. Extra work to be performed shall be completely described. No extra charge under the maintenance Contract will be permitted for these repairs after the regular Contract commences.

## ADDITIONAL REQUIREMENTS

**ONLINE QUERYING, REPORTING AND ANALYSIS TOOLS AVAILABLE TO THE COUNTY:**

Describe any online tools that will be provided by the CONTRACTOR to the County for querying, analyzing and generating reports of elevator services, performance, etc.

**ADDITIONAL QUESTIONS:** Description of the bidder's familiarity, experience with, training/certification and capability to maintain and repair elevators manufactured by:

- Abby
- Amtech
- Dover
- Otis
- Minnesota
- Montgomery Kone
- Sedwick
- Westinghouse
- WH/Motion Control

**SERVICE DELIVERY PROCEDURE:** Contractor to describe methods of operation for service delivery, call reporting, communications, capabilities to provide estimated arrival times, reporting of work completed, interaction with county reporting personnel, etc., See Specifications Requirements/Conditions Section.

**UNIQUE QUALIFICATIONS:** Describe what separates your company from your competitors?

**EQUIPMENT DEFICIENCIES:** Contractor is responsible for stating any deficiencies in the equipment that will not allow him to perform the requirements stated herein. The Owner/Agent will review all separate itemized prices to recondition the equipment. At the discretion of the Owner/Agent, the work may be authorized or listed as an exception to the Contract.

**DOCUMENTS AND REPORTS:** Provide sample(s) of your forms and reports which meet the objectives described within this RFP, including:

- Log
- Inspection Form
- Service Record
- Annual Performance Criteria
- Elevator Condition Report
- Proposal for Extra Service Repair
- Schedule

**STAFFING PLAN:** Explain staffing that will be provided for the maintenance agreement. Include the number of employees, titles, mechanic-to-unit ration, proximity to the County elevator sites, and amount of time that will be devoted to County equipment.

Provide resumes detailing the employee's previous six (6) years employment history for those employees who will be assigned to this account. Include any licenses or certificates the employee has that pertain to the work that will be performed under any contract generated from

this solicitation. Include the names and addresses of the companies the employee has worked for during that past six (6) years and the names and telephone numbers of their immediate supervisor.

**SUPPORT OF FIELD SERVICES/RESPONSE TIME PLAN:** Describe your plan which assures that your company will meet the requirement to respond within one hour. Describe the composition and capabilities of your technical support department to respond 24/7 proximity and accessibility to vendor's operations and account management staff.

**SAFETY PLAN:** Describe your company's plan for safety. Provide data to show safety rating of your company. Describe your plan for regular and ongoing safety training and audits.

**TRAINING PROGRAM:** Describe your company's training plan for County employees.

**PARTS AND SUPPLIES:** Describe your plan for assuring the timely availability of parts for all of the equipment included in this RFP. Demonstrate your experience meeting disaster recovery needs for higher education institutions. Provide your company's Business Emergency Continuity Plan.



## PROPOSAL CONTENT REQUIREMENTS

**It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.**

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exception to Additional Requirements
- E. Exceptions to Scope of Work.
- F. Exceptions to Proposal Content Requirements.
- G. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Enter Cost Proposal in the "Cost Proposal" Excel Spreadsheet (**Attachment A**).

XIII. CHECK LIST

## AWARD CRITERIA

### **COST**

- A. As submitted under the "COST PROPOSAL" section.

### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

### **MANAGEMENT PLAN**

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
2. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
3. \_\_\_\_\_ **One (1) original plus two (2) copies** of the RFP have been provided.
4. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
7. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
8. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
10. \_\_\_\_\_ A description of the design and techniques that the bidder will use to complete the project.
11. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>910-5309</u>
Closing Date:	<u>October 23, 2014</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Elevator Maintenance Services</u>

**Return Checklist with your RFP response.**

**ATTACHMENT A**  
**COST PROPOSAL**