

DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Raul M. Rojas
DIRECTOR

COUNTY OF MARIN PROCUREMENT DIVISION

Administration
PO Box 4186
San Rafael, CA 94913-4186
415 473 6528 T
415 473 3799 F
415 473 3232 TTY
CRS Dial 711
www.marincounty.org/pw

REQUEST FOR PROPOSAL #2757

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

MARCH 7, 2019

Accounting

Airport

Building Maintenance

Capital Projects

Certified Unified Program
Agency (CUPA)

Communications
Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control &
Water Resources

Land Development

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation &
Traffic Operations

Waste Management

THE COUNTY OF MARIN DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE DIVISION IS SEEKING TO CONTRACT FOR ELEVATOR AND ESCALATOR MAINTENANCE SERVICES AS DESCRIBED IN THIS REQUEST FOR PROPOSAL (RFP).

INTERESTED PROPOSERS ARE REQUIRED TO RETURN ALL REQUEST FOR PROPOSAL DOCUMENTS AS PART OF THEIR SUBMITTED PROPOSAL.

PROPOSAL PACKAGES WILL BE RECEIVED THROUGH WEDNESDAY, APRIL 3, 2019 UNTIL 2:00PM LOCAL TIME, AT THE MARIN COUNTY PROCUREMENT DIVISION, 3501 CIVIC CENTER DRIVE, ROOM 404, SAN RAFAEL, CA 94903.

ANY PROPOSER WHO WISHES THEIR PROPOSAL TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THE PROPOSAL IS RECEIVED IN THE PROCUREMENT OFFICE BY THE PROPER TIME. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE WILL BE RETURNED UNOPENED.

COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING LEA PETERSEN IN THE PROCUREMENT DIVISION AT LPetersen@marincounty.org.

THE COUNTY OF MARIN DOES NOT DISCRIMINATE ON THE BASIS OF SEX, RACE, COLOR, RELIGION, AGE, SEXUAL ORIENTATION, SEXUAL IDENTIFICATION, DISABILITY, MARITAL STATUS, OR NATIONAL ORIGIN IN EMPLOYMENT OR SPONSORED ACTIVITIES. ALTERNATIVE FORMATS AND AUXILIARY AIDS WILL BE MADE AVAILABLE UPON REQUEST.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INSTRUCTIONS TO PROPOSER	2
GENERAL PROVISIONS	5
REQUIREMENTS FOR CONTRACTORS (RFC)	14
SPECIAL PROVISIONS	19
EXCEPTIONS TO THE SCOPE OF WORK	29
OFFER	30
ATTACHMENT A – MINIMUM ON SITE FREQUENCY SCHEDULE	31
ATTACHMENT B – BID SCHEDULE	32
ATTACHMENT C – REFERENCES AND PERFORMANCE	33
ATTACHMENT D – STATEMENT OF QUALIFICATIONS	34
LOCAL BUSINESS PREFERENCE CERTIFICATION	35
WORKFORCE PREFERENCE CERTIFICATION	36
DEBARMENT AND SUSPENSION CERTIFICATION	37
NON-COLLUSION AFFIDAVIT	38
DOCUMENTS TO BE RETURNED	39

INSTRUCTIONS TO PROPOSERS

General Project Description

The County of Marin is seeking to contract with an experienced Elevator and Escalator Maintenance Company to provide maintenance services at various locations throughout the County of Marin.

Pre-Proposal Site Visit

There will be mandatory pre-proposal conference and site visit scheduled by the County. This conference should be approximately 2 hours long.

Date/Time: Thursday, March 14, 2019 @ 10:30 am

Location: Department of Public Works

3501 Civic Center Drive, Room 404

San Rafael, CA 94903

RFP Questions

Proposers may submit written questions regarding this RFP. All questions must be emailed and received by Wednesday, March 20, 2019 no later than 2:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to Lea Petersen, Procurement Division, via email, LPetersen@marincounty.org.

The subject line shall be: *RFP 2757 – Elevator and Escalator Maintenance Services*

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this RFP will be posted on the County of Marin Contracting Opportunities website on Monday, March 25, 2019 no later than 4:00 pm local time. It is the responsibility of all interested proposers to access the website for this information.

Proposal Submittal Requirements

Submitted Proposals must include the form(s) provided with this RFP package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have Offer on **Page 30** completed, dated, with firm's name and signed by a duly authorized officer of the firm. Proposals not submitted on the form(s) provided may not be considered by the County of Marin, Department of Public Works, Procurement Division.

One (1) written original (marked as such) proposal and three (3) copies are due on Wednesday, April 3, 2019 no later than 2:00 pm local time. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Delivery Address:
Marin County – Procurement Division
ATTN: Lea Petersen
3501 Civic Center Drive – Room 404
San Rafael, CA 94903

All proposals shall be clearly marked “RFP 2757 – Elevator and Escalator Maintenance Services - Do Not Open” on the outside of the proposal package.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make a multiple award of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

Opening of Proposals

Proposals will not be publicly opened or read.

Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve him from any obligations with respect to this RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

The terms Successful Proposer, offeror, bidder, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a bid. The terms County of Marin and Department may be used interchangeably in this solicitation.

Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify

the contact person as shown under “Responsible Parties” of such concern in writing via emailing LPetersen@marincounty.org and request clarification or modification of the document(s) no later than seven (7) working days before the deadline as set forth under sub-Section “Proposal Submittal Requirements.”

The Proposer may E-mail or mail to the contact person as shown under “Responsible Parties”. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Prices, Negotiations and Mistakes

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

Submitted proposals: a) may not be withdrawn within 60 calendar days after the proposal opening; and b) may be withdrawn prior to the opening date only by written request of the proposer.

Terms of the Offer

Acceptance of proposer’s offer shall be limited to the terms herein unless expressly agreed in writing by the Purchasing Agent. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL PROVISIONS

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Lea Petersen, Procurement Division, LPetersen@marincounty.org.

Contract Term

The contract term shall be for two (2) years, beginning June 1, 2019 and ending on May 31, 2021, with an option to continue for three (3) additional years in one-year increments, by mutual consent of the County and Contractor.

The County plans to negotiate extensions with the winning contractor assuming: (a) good performance on the contractor's part, (b) continued requirement for the services, (c) the availability of funds, (d) the status of the competitive market, and (e) the continuation of services on a reasonable cost basis. A negotiated contract extension without formal competition is a County prerogative, not a contractual right.

Pricing

Prices quoted shall be firm and fixed through the contract term. The County will require justification and the minimum of a thirty (30) day notice before any price increase will be negotiated. Negotiated annual extensions may increase by the CPI index for the San Francisco Bay Area, and not to exceed 3%. This shall be mutually agreed upon by County and vendor.

Award of Proposal

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed on **Page 6**.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection Committee may also contact and evaluate the proposer’s references; contact any Proposer to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

EVALUATION CRITERIA	PERCENTAGE
Proposers Background/History/Experience and Qualifications in Elevator/Escalator repair for Hydraulic and Geared Elevators and Escalators	20%
References and Experience of Similar Projects	10%
Proposal Submission – thoroughness & quality	10%
Technical Expertise Personnel	25%
Full Access to Parts and Equipment Needed to Service and Maintain Equipment	25%
Price	10%
Total	100%

Addenda

Any changes, additions, deletions or clarifications to this proposal package, including the general/special provisions and scope of work shall be made by written addendum, issued by the County of Marin, Procurement Division. Addenda will be sent to all known entities in receipt of the Request for Proposal and posted on the County Contracting Opportunities site (<https://www.marincounty.org/main/bids-and-proposals>). As the addenda shall be incorporated in the proposal, the Proposer shall sign and date the addendum and submit same with the proposal.

Addenda issued within five (5) calendar days of the proposal opening date/time could be cause for extension of the opening date, if so determined by the Purchasing Agent, in order to allow prospective Proposers sufficient time to prepare their proposals.

Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes:

1. In the terms and conditions of the Contract
2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.
--

Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Contracts and/or Purchase Orders are required for each order placed and invoices should reference the associated Contract and/or Purchase Order.

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following address(es):

County of Marin
Department of Public Works – Accounting
PO Box 4186
San Rafael, Ca 94903

Assignment and Subcontracting

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the contract and/or purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

Force Majeure

Time extension for delay may be allowed for the Proposer by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

Nondiscriminatory Employee

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected by law. Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Sections 508 and 504 of the 1973 Rehabilitation Act in that the contractor's hiring practices do not discriminate against disabled/handicapped persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

Supplier Performance Management Program (SPMP)

The County of Marin reserves the right to initiate a Supplier Performance Management Program to evaluate and assess supplier/contractor performance. This program includes: scheduled contract review, scorecards to measure performance on contract specific metrics, and periodic meetings to review performance and address any corrective action that may need to be taken. The intent is to be mutually beneficial, not only to ensure the supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the

County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option. The proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone)

<https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion>

Local Business Preference

In accordance with County of Marin Ordinance # 89-2993; whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent in evaluating the price or proposal,

shall award a five (5.0) percent preference on the price submitted by a local county business. (Marin County Ordinance, Chapter 3.10 Preference in Contracts and Purchases)

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

Living Wage

This contract may be subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The proposer shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting County of Marin Contract and/or Purchase Order.

Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit found on **Page 38** shall be signed and returned with the submitted proposal.

Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and

proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under Exceptions to the Scope of Work – **Page 29**.

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. This contract shall be in accordance with the substantive and procedural laws of the State of California.

Insurance

Successful proposer shall be required to furnish and maintain insurance as follows:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, please attach explanation on separate sheet of paper. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

B. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the County by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of County's equipment or material was involved.

Attorney's Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Proposer Agreement to Terms and Conditions

Submission of a signed offer will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

Right to Audit

County shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the County of Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

END OF GENERAL PROVISIONS

**COUNTY OF MARIN
REQUIREMENTS FOR CONTRACTORS**

1. LICENSES

All Contractors and their Subcontractors shall be licensed at the time of the bid date by the Contractors State License Board of the State of California to perform the work, if such work lawfully requires such licensing.

2. TAXES

Contractors shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.

3. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

A contractor or subcontractor may not be qualified to bid on or be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor must comply with all applicable California Labor Code provisions and related regulations, including, but not limited to the following: Labor Code Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815; Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations (8 CCR 16451 et seq.). This project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code, as well as the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

_____ **If initialed by the County of Marin (the "County") representative, the above paragraph has been determined by the County to be inapplicable on the basis that the services to be provided under this contract do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the Contractor's responsibility to correct this determination if it believes the conclusion to be inaccurate.**

4. PAYING OF PREVAILING WAGE RATES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Marin County where the work is to be done have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates are available at the Department of Public Works, and are also available at the State of California Division of Labor Statistics and research web site at

<http://www.dir.ca.gov/DLSR/PWD/index.htm>. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended the Contractor and each of their Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker

employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or their authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

The contractor or subcontractor shall, as a penalty to the County of Marin, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation Labor Code Section 1813 et seq.

5. INDEMNIFICATION

To the maximum extent allowed by law and consistent with Civil Code Section 2782, Contractor shall effectively defend, indemnify, and hold harmless the County of Marin ("County"), their officers, agents, and employees, from any liability as a consequence of any willful act or negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold harmless County, their officers, agents, and employees from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public. The duty to defend shall include, but is not limited to, the payment of court costs, expert witness fees, and attorney's fees (whether or not handled "in-house" by the County) and shall further include attorney's fees for separate counsel if there exists an actual or potential conflict between County and Contractor.

Consistent with Civil Code Section 2782, this provision does not impose upon Contractor liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole negligence, or willful misconduct of the County or their agents, servants, or independent contractors who are directly responsible to the County, or for defects in design furnished by those persons. In addition, consistent with Civil Code Section 2782, this provision neither imposes upon Contractor, nor relieves County of liability arising from the active negligence of the County.

6. INSURANCE

The Contractor shall maintain a commercial general liability insurance policy in the amount of **one million dollars (\$1,000,000.00)**. If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work.

X _____ By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

Nothing herein shall be construed as a limitation of Contractor's liability, and County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

Workers' Compensation insurance as required by the State of California and Employers Liability Insurance with limit of \$1,000,000. If any work shall be performed on, in, or under a body of water and governed by U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor is responsible for determining if there is an exposure to such an injury and agrees to indemnify the County for all claims arising out of such an injury.

X _____ **By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.**

8. NONDISCRIMINATORY EMPLOYMENT

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations and ordinances.

9. INTEGRATED PEST MANAGEMENT (IPM)

The Contractor shall strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be Environmental Protection Agency and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Engineer four (4) calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the Engineer in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the

County of Marin IPM website. Four (4) calendar days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval. Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract termination. The IPM policy and Ordinance are available at the following website: <http://www.marincounty.org/depts/ag/ipm>

List of Materials

Within thirty (30) calendar days after award, Contractor shall furnish to the Engineer for approval a list of fertilizers, herbicides, insecticides, and other chemicals the Contractor proposes to use at each work site. Contractor shall also furnish a sample label and a MSDS for each product. Only County approved materials may be used.

Records

Contractor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Engineer if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work, and corrective action taken. If a pesticide was used, the product name, the amount applied, and the area treated must also be reported.

10. STORMWATER POLLUTION PREVENTION

In performing or delivering services at County-owned, leased or managed property, or in performance of services and activities on behalf of County regardless of location, the Contractor shall implement any and all applicable Best Management Practices (BMPs) designed to prevent and reduce stormwater pollution in a manner pursuant to and consistent with the County's Stormwater Runoff Pollution Prevention ordinance (Chapter 23.18) and the Phase II Small Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CAS000004 and subsequent revisions and amendments thereto.

Guidance on current Best Management Practices is available from the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) through two documents: 1) "Minimum Control Measures for Small Construction Projects"; and 2) the "Municipal Field Operations and Maintenance Activities Best Management Practices Guidelines" handbook. Both documents are available upon request from Marin County Public Works, room 304 of the Marin County Civic Center or electronically on the MCSTOPPP website:

Minimum Control Measures for Small Construction Projects:

<https://www.marincounty.org/~media/files/departments/pw/mcstoppp/development/erosionsediment-control-measures-for-small-construction-projects-2015.pdf?la=en>

Municipal Field O&M Activities BMP Guidelines:

https://www.marincounty.org/~media/files/departments/pw/mcstoppp/municipalities_only/e11h_field-om-bmps_version2_060916.pdf?la=en

Under E.11 Pollution Prevention and Good Housekeeping (E.11.g and h).

11. LAWS GOVERNING WORK PERFORMED BY CONTRACTOR

The contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances. These laws include, but are not limited to, bird and nesting laws such as the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. Contractor is required to be familiar with and in compliance with all bird nesting buffer areas and breeding dates when work may negatively impact birds and nesting areas. The parties stipulate that this agreement was entered into in the County of Marin, City of San Rafael, in the State of California. The parties further stipulate that the County of Marin, CA City of San Rafael is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

12. DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

13. GENUINE BID

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that Contractor has not in any manner sought by collusion to secure an advantage over any other bidder.

Contractor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.

Contractor (Firm Name)

Authorized Signature Date

END OF REQUIREMENT FOR CONTRACTORS

SPECIAL PROVISIONS

PART 1 - EXTENT OF WORK

1.1 General

Contractor Shall:

1. Furnish all material, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described.
2. Perform work not specifically mentioned, but which is necessary for the maintenance completion within the intent of this Agreement, without additional cost.
3. Perform, coordinate and complete the requirements of the Agreement, in cooperation with any other contractors or trades when doing any work on the Property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of County. Contractor shall perform the requirements of the Agreement in a manner not to impede or obstruct the ongoing business activities of the County.
4. Guarantee that a member of their supervisory personnel visit each elevator at least semi-annually to evaluate the quality of maintenance and to ensure the quality of maintenance meets the specified and intended standards. The Supervisor shall coordinate this visit to include the County Representative responsible for that building.
5. Maintain equipment to its original design capabilities; based on equipment condition as surveyed and all the technical information available at time of award of this Agreement.
6. Service equipment as indicated on provided Maintenance Schedule. Routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Lubrication frequencies and lubricants types must meet the specifications from manufacturer. Any repairs or replacement of equipment is to be considered as additional work beyond this scope of services. Any extra work must be authorized in writing by representative of County of Marin.

1.2 Exclusions

The following work is NOT within the scope of services; and is NOT the responsibility of the Contractor.

1. Repair or replacement of power supply feeders, switches and fuses.
2. Repair or replacement of combustion detectors for fire recall.
3. Car enclosure finishes, lighting lamps; hoist way enclosures; hoist way door panels and frames.
4. Items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain County Representative's written authorization prior to the repair of any vandal related problems. Payment will not be made for any unauthorized work.
5. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
6. Monthly Testing of Elevator Fire Recall Feature.
7. Escalator balustrades and decking.

1.3 Conditions of Service

Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications and should conditions warrant repair or replacement of Equipment, including without limitation, the following:

Traction Elevators:

1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts.
2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, filters, SCRs, tachometers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
4. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, hoist way top and bottom limit switches, governor tension sheave assembly and compensating sheave assembly.
6. Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car and counterweight roller and/or slide guides, gibs or rollers.
7. Signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.
8. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
9. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.
10. The Contractor shall check the condition and operation of detectors, safety edges and light rays on car during each visit and, if they are inoperative, shall repair them within one business day. If, in the Contractor's opinion, the door protection devices are not maintainable, he shall replace them at no cost to County.
11. Seismic triggers and/or derailment devices; collision switches.
12. Fire related elevator controls.
13. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.
14. Replace lighting ballasts as needed.

Hydraulic Elevators (Covered Components):

Periodically examine, lubricate, adjust, and as needed, repair or replace the components listed below.

1. Pumps; valves, motors, controller, components and parts including bearings windings and coils, rotating elements, contacts and relays, resistors and contractors, packing, drive belts, strainers and mufflers, solid state devices, exposed piping in the machine and hoist way.

2. Accessory equipment such as functional components of car and car corridor operating stations, hangers and tracks, door operating devices, door gibs, car fan, guide rails (lubricate only, as needed), guide shoes, gibs and rollers, control cables; signal lamps (where appropriate based upon union jurisdiction), interlocks, door closers, buffers, limit, landing and slowdown switches, door protective devices elevators alarm bells.

Escalators:

1. Machine, brake, sprockets, gears, drive, handrail and step chains, chain and step rollers and bearings, comb plates, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils, skirt switches, bull gears, handrail guides and guards.
2. Materials and services covered by Traction Elevators as applicable.
3. All light fixtures and lamps, which are mounted on or in the escalator unit.

1.4 Performance

The Contractor shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under "Basic Performance Requirements."

1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.
2. If, in the Contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the Contractor shall so state.
3. Unless an exception has been taken, performance shall be provided as specified hereinafter.

Basic Performance Requirements:

Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the term of the maintenance agreement.

Operating Characteristics:

1. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
2. Full speed riding shall be without swaying or vibration.
3. Elevator and door operation shall be quiet.
4. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
5. Door pressure shall be maintained below 30 pounds in closing.

Group Supervisory Systems:

Keep group control systems operating at design criteria for the lifetime of the Maintenance Agreement.

Individual Elevator Performances:

Maintain performance requirements as shown in below:

1. Brake-To-Brake Times:
 - a. Elevators #2 & 10: 7.0 to 7.5 sec
 - b. Elevators #4-9: 6.5 to 7.0 sec
 - c. Note: Based on 12' floor heights.

2. Door Open Times:
 - a. 3 Ft-6 InCenter Open: 2.2 to 2.5 sec
 - b. 5 Ft-0 InTwo Speed Side Open: 3.5 to 3.8 sec
 - c. Biparting: N/A

3. Door Standing Times:
 - a. Car Hall: 3.0 Seconds
 - b. Hall Call: 4.0 Seconds
 - c. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

4. Maintain accuracy leveling of +/-3/8 inches for Traction Elevators under all loading conditions.

1.5 Performance Guarantee

The Contractor shall comply with the following performance guarantee:

1. If an elevator or escalator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.

2. If the Contractor does not respond in the time frames listed under "Trouble Calls" (Section 2.3), the following month's billing will be credited in the amount of \$500 for each extended trouble call.

3. If during 30 consecutive days, County's Representative experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.

4. No penalty shall be assessed under items 1 and/or 3 of this section if damage is caused by vandalism or any other cause except normal wear and tear.

1.6 Special Tests

1. Elevators provided with fire service, derailment devices, seismic switches or other special circuitries shall be checked annually to ensure that these devices are operating correctly and as designed. County's Representative and the Contractor shall arrange for mutually acceptable dates to perform the tests. The emergency power operation will be tested by County and, if elevator system fails, Elevator Contractor shall make corrections and retest.
2. The Contractor shall examine periodically the car safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often if required by applicable law, ordinance or regulation but no less than every five years, perform one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers. The car balance shall be checked electrically, and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be witnessed by the County's Representative and a written report shall be furnished indicating the results of such test. All testing shall conform with the requirements of ASME A17.1 and/or local code testing requirements.
3. Contractor shall create a form for each car describing tests and deliver a signed copy to County's Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
4. The escalator brake shall be tested every two (2) years with full load and, if necessary, adjusted for proper stopping distance by Code. A Test Report shall be provided to the County's Representative detailing the results and corrections made to the equipment.

1.7 Housekeeping

1. Within the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoist ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on-going and at the following minimum intervals or sooner where conditions warrant.
 - Quarterly: Car tops, pits and machine rooms
 - Semi-Annually: Hoist ways and door equipment
2. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The Contractor shall keep the elevator machinery rooms clean.

3. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed and properly disposed of by the Contractor.

1.8 Stock of Materials

The Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. Escalator components shall include step, chain rollers and comb plates. All supplies shall be stored in metal cabinets or shelves. Use closed metal containers for oily rags. All cabinets, shelves and containers to be provided by Contractor and become the property of the County.

In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within 24 hours:

1. One set of motor brushes and holders for each type of motor and generator.
2. One door operator motor of each type used.
3. Hanger sheaves for car and hoist way doors.
4. Two complete door interlocks.
5. One set of generator bearings for each type of generator.
6. One set of brake linings for each type of brake.
7. Parts for door protective devices.
8. Power supplies.
9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
10. SCR drive components.
11. One spare control board of each type installed.
12. Three complete steps for each size and type of escalator.

1.9 Escalator Annuals

Within the first year of this Agreement and annually thereafter for the term of this Agreement, the Contractor shall provide a thorough inspection, cleaning, adjusting and, if necessary, repair of the complete unit. All steps shall be removed, cleaned, inspected and, if cracks are discovered, the cracks shall be corrected per the manufacturer's recommendations. All safety switches/circuits shall be tested and, if necessary, adjusted for proper operation. The units shall be completely lubricated, and all oil levels shall be checked and brought up to their proper levels. A Conditions Evaluation Report shall be provided to the County's Representative detailing the condition and any repairs completed or scheduled.

1.10 Wiring Diagrams

A complete set of all wiring diagrams for the elevator and escalator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on County's and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the County and are to remain in their respective machine room.

1.11 Schedules and Records

1. Contractor shall provide a work schedule for each machine room.
2. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., 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 Agreement. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man-hours indicated in **Attachment A**.
3. All inspections, lubrication, adjustments, tests, cleaning, routine repairing, and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
4. Schedules posted shall be of the chart type, which shall be initialed by the serviceman when each scheduled inspection is performed.
5. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of the County.

6. The Contractor, on a monthly basis, shall deliver to the County's Representative a copy of the callback and repair log.
7. All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the County's Representative.
8. A Monthly Inspection and Log of the oil level for each elevator shall be maintained in the machine room by the Contractor. Contractor shall notify the County's Representative if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Contractor shall also make the County's Representative aware of implication of possible underground leaking. Provide a proposal with complete description of the procedure for individually testing the integrity of the cylinder and underground to/from oil line if applicable.

1.12 Personnel

1. Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a journeyman level mechanic as a minimum. Apprentices may not work alone but may assist the mechanic as needed. In the event that the County becomes dissatisfied with the performance of any persons assigned to perform the services under this Agreement, Contractor agrees, upon request from County's Representative to assign other qualified personnel to perform these services.
2. Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition.

PART 2 - CONDITIONS

2.1 Hours of Work

All normal work under this Agreement is to be performed during the regular working hours of the regular working days of the elevator trade.

1. If overtime work, other than specified, is required, County's Representative will pay only the difference between normal and overtime labor at the elevator company's regular billing rate. Removal of elevators from service shall be coordinated with and approved by County's Representative.
2. The Fire Services testing identified in 'Special Tests - 1.6 Section 1' shall be conducted on overtime and included in the Agreement price.

2.2 Changes in Work

1. County's Representative, without invalidating the Agreement, may order additional work not covered under the Maintenance Contract price. The County's Representative must authorize the work based on an agreed cost or based on time and material using the labor rates set forth in **Attachment B**.
2. In the event that County's Representative withdraws or adds any elevator and/or escalator to or from service, or the usefulness of any elevator and/or escalator shall end, during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement.

2.3 Trouble Calls

1. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job. Contractor may bill County's Representative for the bonus portion of labor for overtime hours but only a maximum of one-hour travel time will be billed per overtime call back.
2. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee 45 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 75 minutes response time from 5:00 P.M. to 8:00 A.M. Monday-Friday and on Saturdays, Sundays and holidays.
3. In the event an elevator is shut down without trapped passengers, Contractor shall guarantee a 90-minute response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and a 120-minute response time from 5:00 P.M. to 8:00 A.M. Monday-Friday and on Saturdays, Sundays and holidays.

2.4 County's Right to Survey Quality of Maintenance

1. County's Representative may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to County's Representative to conduct the tests not more frequently than annually.
2. County's Representative may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
3. The results of these evaluations will be issued by the elevator consultant to County's Representative. If non-compliance items are included in the report, County's Representative will issue a punch-list to

the Contractor who shall correct those items within thirty days. If punch-list items are not corrected within thirty days, County's Representative may solicit competitive corrective proposals to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance Contractor.

END OF SPECIAL PROVISIONS

EXCEPTIONS TO THE SCOPE OF WORK

Contractors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance.

Section or
Page number

Description of exception

Section or Page number	Description of exception
=====	=====
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF EXCEPTIONS

OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN SIXTY (60) CALENDAR DAYS FROM DATE OF OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED. DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

THAT THEY ARE A: _____ Certified Dealer for the Items in this Bid

_____ Manufacturer of the Items in this Bid

BUSINESS IS OPERATED AS: _____ AN INDIVIDUAL

_____ A PARTNERSHIP

_____ A CORPORATION

INCORPORATED IN THE

STATE OF _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

E-MAIL ADDRESS: _____

ATTACHMENT A

MINIMUM ON SITE FREQUENCY SCHEDULE						
RFP#2757 - ELEVATOR AND ESCALATOR MAINTENANCE SERVICES						
Location	Equipment	QTY	Frequency	Hours Per Visit	Hours Per Machine	Equipment Number
County Jail	Hydraulic	5	Semi-Monthly	5	1	N/A
Civic Center - Admin	Geared Passenger	2	Semi-Monthly	3	1.5	1 , 3
Civic Center - Admin	Geared Freight	1	Semi-Monthly	1.5	1.5	2
Civic Center - Admin	Escalator	1	Semi-Monthly	2	2	Escalator 1
Civic Center – Hall of Justice	Geared Freight	1	Semi-Monthly	1.5	1.5	4
Civic Center – Hall of Justice	Geared Passenger	5	Semi-Monthly	7.5	1.5	5, 6, 7, 8, 9
Civic Center – Hall of Justice	Geared Service	1	Semi-Monthly	1.5	1.5	10
10 N. San Pedro	Hydraulic	1	Semi-Monthly	1	1	N/A
20 N. San Pedro	Hydraulic	1	Semi-Monthly	1	1	N/A
3270 Kerner	Hydraulic	1	Semi-Monthly	1	1	N/A
120 Redwood	Hydraulic	2	Semi-Monthly	2	1	N/A
6 Jeanette Prandi Way	Dumb Waiter	1	Semi-Monthly	.25	.5	N/A
1 6 th Street, Pt. Reyes H&HS	Hydraulic	1	Semi-Monthly	1	1	N/A

ATTACHMENT B

BID SCHEDULE				
RFP#2757 - ELEVATOR AND ESCALATOR MAINTENANCE SERVICES				
Location	Equipment	QTY	BI-MONTHLY PER UNIT	ANNUAL PER UNIT
County Jail	Hydraulic	5		
Civic Center - Admin	Geared Passenger	2		
Civic Center - Admin	Geared Freight	1		
Civic Center - Admin	Escalator	1		
Civic Center – Hall of Justice	Geared Freight	1		
Civic Center – Hall of Justice	Geared Passenger	5		
Civic Center – Hall of Justice	Geared Service	1		
10 N. San Pedro	Hydraulic	1		
20 N. San Pedro	Hydraulic	1		
3270 Kerner	Hydraulic	1		
120 Redwood	Hydraulic	2		
6 Jeanette Prandi	Dumb Waiter	1		
1 6 th Street, Pt. Reyes H&HS	Hydraulic	1		
Hourly Rate for Additional Work	N/A	N/A		
TOTALS				

ATTACHMENT C

REFERENCES AND PERFORMANCE

Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which your firm is offering services.

1. Number of years in business: _____

2. Current average number of employees: _____

3. List 3 Former or Current accounts for contact as reference.

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Quantity of Equipment Serviced: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Quantity of Equipment Serviced: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

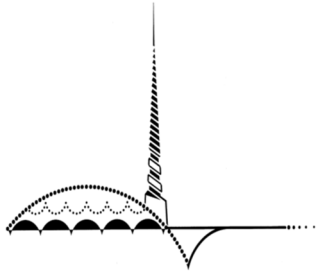
Quantity of Equipment Serviced: _____

ATTACHMENT D

STATEMENT OF QUALIFICATIONS

Proposers shall provide up to a one-page narrative as to supplier’s interests, particular abilities and qualifications related to this solicitation. Please include examples: knowledge, expertise and/or experience with other related work. Please attach statement or use space below.

LOCAL BUSINESS PREFERENCE CERTIFICATION



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. _____ **has its principal place of business in Marin County; or**

Describe: _____

2. _____ **has a business license issued in Marin County for a period of six months prior to any claim of preference; or**

Describe: _____

3. _____ **maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.**

Describe: _____

_____ Pursuant to Marin County Code,

Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications. Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Date

Business Address

City, State, Zip Code

Signature of Authorized Representative

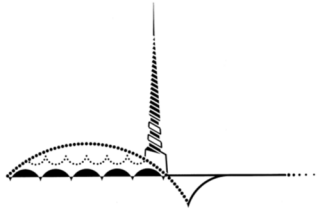
Phone Number

Title

E*Mail

Complete Form ONLY if you qualify

WORKFORCE PREFERENCE CERTIFICATION



All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract at the time of this solicitation are Marin County residents as defined below:

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: _____

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E*Mail Address

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of _____) ss.

To the COUNTY of MARIN
DEPARTMENT OF PUBLIC WORKS

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

Note: The above Non-collusion Affidavit is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Printed Name of Document Signer

Signature of Document Signer

PROPOSAL DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND THREE (3) COPIES OF THE PROPOSAL

The following forms must be completed and submitted on or before the Submittal Deadline.

- | | | |
|----|--|---------|
| a. | Exceptions to the Scope of Work | Page 29 |
| b. | Offer | Page 30 |
| c. | Attachment B – Bid Schedule | Page 32 |
| d. | Attachment C – References | Page 33 |
| e. | Attachment D – Statement of Qualifications | Page 34 |
| f. | Local Preference Certification (if applicable) | Page 35 |
| g. | Marin Workforce Preference Certification (if applicable) | Page 36 |
| h. | Debarment and Suspension Certification | Page 37 |
| i. | Non-Collusion Affidavit | Page 38 |

Successful Proposer shall be required to furnish:

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming County of Marin as additional insured
- c. W-9