



San Mateo County Community College District

Request for Proposal #86451 For a Multiple Year Elevator Service Agreement September 23, 2003

Notice of Request for Proposal:

The San Mateo County Community College District (District) is accepting proposals for a **5 Year Elevator Service Agreement for the Elevators and Vertical Lift Devices located in District buildings**. The District seeks to enter into an initial 2-year agreement, with three renewal options of 1 year each, beginning in October 2003.

I. Introduction:

The District consists of three colleges and a headquarters: Cañada College, located at 4200 Farm Hill Blvd. in Redwood City, opened in early 1969; the College of San Mateo (CSM) located at 1700 West Hillsdale Blvd. in San Mateo, opened in 1963; Skyline College, located at 3300 College Drive in San Bruno, opened in late 1968; and the District Administration Building, located at 3401 CSM Drive in San Mateo, opened in 1978. Together the Colleges serve approximately 50,000 students per year.

The District is seeking proposals for labor, material, and equipment as required to maintain the elevators and vertical lift devices located in its buildings. The following elevators and vertical lift devices shall be covered under the proposed service agreement:

	<u>SITE</u>	<u>BLDG#</u>	<u>MANUFACTURER</u>	<u>SERIAL NO.</u>	<u>TYPE</u>	<u>#OF STOPS</u>	<u>Capacity (in lbs.)</u>
1	Canada	3	Home	48172	Hydraulic	2	3,000
2	Canada	5	Home	47808	Hydraulic	3	3,000
3	Canada	5/6	Home	47807	Hydraulic	3	3,000
4	Canada	8	National	96408	Hydraulic	2	2,500
5	Canada	13	Home	47809	Hydraulic	3	3,000
6	Canada	18	Home	47810	Hydraulic	3	3,000
7	CSM	1	Montgomery	74331	Hydraulic	2	2,500
8	CSM	1	D.A. Matot	38390	Dumb-Waiter	3	
9	CSM	2	National	102115	Hydraulic	2	2,000
10	CSM	5	Montgomery	43285	Hydraulic	3	2,500

	SITE	BLDG#	MANUFACTURER	SERIAL NO.	TYPE	#OF STOPS	Capacity (in lbs.)
11	CSM	8	National	102126	Hydraulic	2	2,000
12	CSM	8	Independent	40769	Hydraulic	2	2,000
13	CSM	9	West Coast	38756	Hydraulic	3	3,000
14	CSM	9	D.A. Matot	38757	Dumb-Waiter	2	
15	CSM	9	U.S.	108870	Hydraulic	3	2,500
16	CSM	12	West Coast	38392	Hydraulic	2	2,000
17	CSM	14	National	102125	Hydraulic	2	2,000
18	District Office		Dover	64769	Hydraulic	2	2,100
19	Skyline	1	Montgomery	49222	Hydraulic	3	3,000
20	Skyline	2	US Elevator	57804	Hydraulic	3	3,000
21	Skyline	2	KONE	126529	Hydraulic	3	2,500
22	Skyline	3	US Elevator	102160	Hydraulic	2	2,000
23	Skyline	5	National	109104	Hydraulic	2	2,000
24	Skyline	5	National	109105	Hydraulic	2	2,000
25	Skyline	7/8	Montgomery	49221	Hydraulic	4	3,000

II. Instructions to Bidders

Three copies of the Vendor's proposals must be submitted in a sealed envelope and returned to the Department of General Services, San Mateo County Community College District, 3401 CSM Drive, San Mateo, CA 94402 **by 2:00 pm on October 8, 2003**. Indicate the following notation on the lower left corner of the envelope: "RFP # 86451 Enclosed".

Proposals submitted after the date/time set forth above will be rejected for nonresponsiveness. Each Vendor submitting a Proposal certifies that it agrees to the terms and conditions and specifications as stated herein in their entirety. A copy of this RFP is available on the District's web site at <http://www.smccd.net/accounts/facilities>.

At a minimum, proposals shall include the following, all of which must be submitted concurrently and executed as required by these RFP Instructions or by the form of document:

- Completed Pricing & Performance Proposal
- Preliminary Acceptance of Elevators and Vertical Lift Devices
- Non-Collusion Affidavit

The bidder shall be responsible for visiting all existing Elevator and Vertical Lift Device installations to fully understand the campuses and buildings and to clearly identify all restrictions that will be encountered by the vendor during the execution of the service agreement. Site tours will be available by appointment only. To schedule an appointment, contact each campus' Supervisor of Campus Facilities:

- Cañada College Danny Glass, (650)306-3276
- College of San Mateo Diane Martinez, (650)574-6113
- Skyline College Manny Granillo, (650)738-4115

III. District Contact for Inquiries Concerning Submission of Proposals

Inquiries concerning submission of proposals for elevator maintenance services may be directed to Linda da Silva, Director of Facilities Maintenance & Operations, 3401 CSM Drive, San Mateo, CA 94402, (650)574-6512, dasilva@smccd.net .

Bidders are requested not to contact non-Facilities Department District staff, consultants, or Board members in connection with the selection process.

IV. Scope of Services

The District expects the Elevator Service Vendor to ensure that vertical transportation systems are operational. To that end, the Elevator Service Vendor will be expected to provide the following services:

- Maintenance services for existing elevators. This RFP requests pricing for 2 different service levels. The District will award one or the other, but not both:
 - an Examination and Lubrication Service level (scheduled preventive maintenance)
 - a Master Maintenance Service level (scheduled preventive maintenance, repairs, materials, call-back services, overtime service, testing, etc.).
- 5-year Load Tests as needed.
- Consultation and serviceability reviews of the new elevators that the District plans to construct and/or elevator renovations at its 3 campuses during the service contract term.
- Semi-annual training of District maintenance staff. The intent of the training is to provide District maintenance staff with basic elevator maintenance and operations knowledge, so that a true partnership is formed toward the goal of vertical transportation functionality. For example, training topics might include first response training for trapped passenger rescues, first response training for elevator malfunctions, and elevator maintenance safety protocols.

V. Selection Criteria & Process

The District is seeking a long-term partnership with a qualified Elevator Service Vendor. The following criteria will be used to evaluate proposals:

- demonstrated successful experience working in a campus environment
- experience with vertical transportation equipment similar to that existing on District premises
- price
- previous experience providing service to a public sector agency
- proven track record of customer satisfaction.

The following process will be used to evaluate each proposal against the stated criteria:

1. A panel comprised of District maintenance staff, Facilities Department managers, and a General Services Department representative will review the written proposals for compliance with the requirements of the RFP.
2. Based on the scored results of the written materials review, the top 3 ranked bidders will be interviewed; the 60-minute interview is an opportunity for the District to meet with the vendor, review the proposal and engage in informal dialogue.
3. The District will award a Multiple Year Elevator Service Contract to the vendor whose proposal best meets the evaluation criteria.

VI. General Terms and Conditions

1. **Preparation of Bid Form.** The District invites bids on the form attached to be submitted as stated in Section II, Instructions to Bidders. All blanks in the bid form must be appropriately filled in. It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
2. **Signature.** The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the Bidder.
3. **Modifications.** Changes in or additions to the bid form, recaptulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.
4. **Erasures.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.
5. **Examination of Site and Contract Documents.** Each Bidder shall visit the site of the proposed work and fully acquaint himself/herself with the conditions relating to the proposed service so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. The failure or omission of any Bidder to visit the site and acquaint himself/herself with conditions there existing shall in nowise relieve any Bidder from any obligation with respect to his/her bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6. **Withdrawal of Proposals.** Any Bidder may withdraw his/her proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of proposals.
7. **Cost of Preparation of Proposals.** Costs for developing responses to this RFP are entirely the responsibility of the proposing vendor, and shall not be chargeable to the District.
8. **Interpretation of Documents.** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of such addendum will be posted on the District's web site. No person is authorized to make any oral interpretation of any provision in the documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
9. **Bidders Interested in More than One Proposal.** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other Bidders or making a prime proposal.
10. **Award of Contract.** The District reserves the right to reject any and all proposals received as a result of this request, to negotiate with any firm submitting a proposal, to waive any irregularities or required formalities, to extend the submission deadline, or to amend or cancel, in part or entirety, this request for proposal if it is in the best interest of the District.
11. **Evidence of Responsibility.** Upon the request of the District, a Bidder whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, service experience, and his/her organization and plant facilities available for the performance of the contract.
12. **Listing SubVendors.** Each bidder shall submit a list of any proposed subVendors who would be employed to perform any part of the work.
13. **Non-Discrimination.** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor

Code Section 1410 and Labor Code 1735. In addition, the Vendor agrees to require like compliance by any subVendors employed on the work by him/her.

14. **Examination and Audit.** Any contract involving expenditure of State funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract (Government Code Section 10532).
15. **Taxes.** Proposals shall include all applicable state and local taxes, but shall not include Federal Excise Tax from which the District is exempt.
16. **Use of Name.** The successful bidder is specifically denied the right of using in any form or medium the names of the San Mateo County Community College District or any of its Colleges for public advertising without the express written consent of the District.
17. **Equipment List.** The District may request additions or deletions to the list of equipment in the service agreement. Such a request shall not void the current service agreement in effect. However, both the Vendor and the District shall mutually agree to the terms of the addendum before both parties shall recognize the said addendum.
18. **Term.** The District and the Vendor shall not be bound by any initial service agreement for a period exceeding (24) twenty-four months. During the initial term of the Agreement, all proposed prices shall be fixed to the amount awarded. District and Contractor may renew this Agreement for additional one year terms up to a total of five (5) years upon the prior written agreement of the parties. After the initial agreement term, prices may be increased based upon the ratio of the then current Department of Labor, Bay Area All Items Consumer Price Index to the Index published in October 2003 or the previous Consumer Price Index if a Consumer Price Index is not published in October.
19. **Non-Exclusive Contract.** This is not an exclusive contract.

VII. Performance and Service Requirements

1. The Vendor represents that it has sufficient Service Technician manpower available to perform the services and that all individuals providing services have the background, training and experience to perform properly the services to be delivered. The Vendor also warrants and represents that it owns or has the rights to use and license all intellectual property that it may use or license to the District in connection with the services to be provided.
2. The Vendor shall indicate preliminary acceptance of the elevators and vertical lift devices in their current condition upon submission of its proposal.
3. The awarded Vendor shall have (14) fourteen calendar days from the effective date of the service agreement to formally report any existing equipment

abnormalities or deficiencies to the District's Director of Facilities Maintenance & Operations. Otherwise by default, the Vendor shall indicate final acceptance of all elevators and vertical lift devices in their current condition on the fifteenth calendar day following the effective date of the service agreement.

4. The Service Technician shall submit a service report or equivalent for all activities performed on District premises during the execution of the service agreement. Each report shall be submitted directly to the Facilities Maintenance Office at each College.
5. The Vendor shall ensure that the equipment is regularly inspected, lubricated, and adjusted properly to maintain the equipment in its proper and safe operating condition. Each elevator or vertical lift device shall be inspected and serviced a minimum of once per month.
6. The Vendor shall provide all labor, tools, instruments, lubricants, cleaning compounds, and other equipment as required during the execution of the service agreement during the Vendor's standard hours of service.
7. The Vendor shall not be financially responsible for the cost of the labor and the material associated with the replacement of mechanical, electrical, and structural parts as a direct result of vandalism, abuse, or otherwise misuse of the equipment. The District will be responsible for the cost of labor and parts if the damages are mutually agreed upon before the service is performed.
8. The Vendor shall be capable of responding to a service call 24 hours a day seven days a week. The Vendor's proposal shall include the average number of Service Technicians on duty during the standard hours of service as well as the average number of Service Technicians on duty for the non-standard hours of service.
9. The Vendor's proposal shall provide a detailed work schedule including the standard hours of service, regular working days, and company holidays observed by the Vendor.
10. The Vendor shall provide labor rates for their Service Technicians for regular work hours and premium work hours including overtime and holidays.
11. Payment
 - a. The Vendor shall invoice the District on a quarterly basis. Invoices shall be submitted at the beginning of the applicable quarter and the District shall make payment within 30 days.
 - b. The Vendor shall individually apply for the payment of labor and material charges for services rendered above and beyond the original scope of the service agreement.

12. Insurance and Indemnification.

- a. Contractor's Duty to Show Proof of Insurance. Prior to the execution of a Service Agreement, Contractor shall furnish to District Certificates of Insurance showing satisfactory proof that Contractor has taken out for the entire period of the Service Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company "A" or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Contractor for which Contractor may be legally liable, whether performed by Contractor, or by those employed directly or indirectly by it, or by anyone for whose acts Contractor may be liable:

1. Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 annual general aggregate and \$1,000,000 each occurrence.

2. Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

3. Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits required by the laws of the State of California. Consultant's Worker's Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

- b. Certificates of insurance shall clearly state that the "The San Mateo County Community College District, their Officers, Agents & Employees" are named as an additional insured under the policy. Contractor shall provide District with the endorsement to the policy that names District as additional

insured.

- c. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."
- e. Contractor's insurance shall be primary insurance and no other insurance or self-insured retention shall be carried or held by any named or additional insureds other than that amount Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
- e. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor or any of its employees may be held responsible for payment of damages resulting from their operations.
- f. If Contractor fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Architect under this Agreement.

VIII. District's Responsibilities

- 1. The District shall immediately shut down any equipment upon notification of irregular operation or appearance of the equipment.
- 2. The District shall immediately report any equipment abnormalities to the Vendor.
- 3. The Vendor shall clearly define any additional responsibilities of the owner as they pertain to the proposal submitted.

**Pricing Proposal for RFP #86451
Multiple Year Elevator Service Agreement**

FIRM NAME _____

CONTACT PERSON _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX _____

E-MAIL ADDRESS _____

FEDERAL I.D. NUMBER _____

CONTRACTOR'S LICENSE NO. _____

Receipt of Addenda is hereby acknowledged:

_____ Addenda Number (s) & Date

_____ Addenda Number (s) & Date

_____ Addenda Number (s) & Date

_____ Addenda Number (s) & Date

Contractor Name: _____

Base Year 1 Pricing & Performance Proposal

\$ _____ / _____ Monthly / Annual Cost of Examination and Lubrication Service
(attach proposal that fully describes the scope of this service level)

\$ _____ / _____ Monthly / Annual Cost of Master Maintenance Service
(attach proposal that fully describes the scope of this service level)

\$ _____ Standard Hourly Billing Rate for Service Technician

\$ _____ Overtime Wage Multiplier

\$ _____ Holiday Wage Multiplier (attach list of Vendor's annual
holidays)

\$ _____ Standard Hourly Billing Rate for consultation on design guidelines
for elevator construction or renovation, and/or review of
construction submittals for elevators under construction

\$ _____ 5-Year Load Test

_____ Standard Hours of Service

_____ Standard Days of Service

_____ Current Number of Service Technicians on duty for Standard Hours of
Service

_____ Current Number of Service Technicians on duty for Non-Standard Hours of
Service

Y / N Vendor offers telephone monitoring service for trapped/troubled passengers

Y / N Vendor can respond within 1 hour of notification of a trapped/troubled
passenger

Y / N Vendor is willing to provide free semi-annual training to District's
maintenance personnel

Contractor Name: _____

The names of all persons interested in the foregoing proposal as principals are as follows:

Note: If Bidder is a corporation, the legal name of the corporation shall be set forth below together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his signature shall be placed below.

Name

Address

Name

Address

Proper Name of Bidder

DATE: _____

BY: _____

(Signature(s) of Bidder)

Contractor Name: _____

**Preliminary Acceptance of Elevators and Vertical Lift Devices
for RFP #86451
Multiple Year Elevator Service Agreement**

Bidder certifies that he/she has visited the sites of the proposed work and fully acquainted himself/herself with the conditions relating to the proposed service so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Having done so, Bidder preliminarily accepts elevators and vertical lift devices in their current condition. Bidder certifies that he/she has sufficient Service Technician manpower available to perform the services and that all individuals providing services have the background, training and experience and is provided the resources to perform properly on each listed elevator the services to be delivered.

Comments:

DATE: _____

BY:

(Signature(s) of Bidder)

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH PROPOSAL**

State of California }
County of _____ } ss.

_____, being duly sworn, deposes and says that he/she

is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, 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 proposal price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the proposal 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 proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Proper Name of Bidder

Print Name

Signature

Date