990 Palm Street San Luis Obispo, CA 93401

# Request for Proposals To Furnish ELEVATOR MAINTENANCE SERVICES

#### Specification No. 91341

The City of San Luis Obispo is requesting sealed proposals for Elevator Maintenance Services pursuant to Specification No. 91341. All proposals must be received by the Finance Department, no later than 3:00 p.m., January 7, 2015, when they will be opened publicly in the City Hall Council Chambers, City Hall, 990 Palm Street, San Luis Obispo, CA

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

MANDATORY: A pre-submittal meeting and tour of work locations shall be held at 10:00 a.m. on Tuesday, December 30, 2014 at the City's Parking Offices, 1260 Chorro Street, Suite B, San Luis Obispo, California. The purpose of this meeting and tour will be to 1) answer any questions that prospective proposers may have about this specification and 2) allow prospective proposers to examine the work locations and ask additional questions about the work to be performed. A prospective proposer must attend this meeting in order to submit a proposal.

Proposal packages may be obtained FREE at the City's website: <a href="www.slocity.org">www.slocity.org</a> under Bids & Proposals, or by emailing your request to <a href="mailto:nlawson@slocity.org">nlawson@slocity.org</a>, or by faxing your request to the Parking Services at (805) 781-7267. Please include your company name, street address, phone, fax, and email address, along with the name and specification number of the proposal you are requesting.

Questions may be addressed to Bill Humphrey, Parking Coordinator, at (805) 781-7236 or bhumphrey@slocity.org.

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## Section A DESCRIPTION OF WORK

- 1. **Regular Inspection and Certification.** The Contractor shall provide all labor, material, and equipment required to perform inspection and certification services for the City's five elevators in strict accordance with manufacturer's recommendations and all applicable federal, state, and local laws, ordinances, and regulations.
- 2. **Additional Testing, Repairs, and Emergency Response.** The Contractor shall provide all labor, material, and equipment required to perform additional testing, repairs, and emergency response for the City's five elevators in strict accordance with manufacturer's recommendations and all applicable federal, state, and local laws, ordinances, and regulations.
- 3. **Annual Emergency Extrication Training.** Once each year the Contractor shall train City employees how to perform emergency extrication of passengers trapped in stalled elevator cars. The Contractor shall also assist the City in preparing a written extrication procedure for each elevator. *Note: the City will accept primary liability for performing emergency extrications from elevators. The City's approved Elevator Emergency Extrication Policy will be distributed at the pre-submittal meeting.*
- 4. **Locations of Elevators.** The City currently has an inventory of five elevators. If new elevators are added to the inventory during the course of the contract, the City may request an amendment to the contract to include the new elevators.

| Conveyance |  | Installation  |
|------------|--|---------------|
| Number     | Address                                  | Date          |
| 5024907    | 871 Marsh Street, San Luis Obispo, CA    | November 1990 |
| 117597     | 696 Monterey Street, San Luis Obispo, CA | March 2000    |
| 131279     | 871 Marsh Street, San Luis Obispo, CA    | November 2002 |
| 139987     | 919 Palm Street, San Luis Obispo, CA     | May 2006      |
| 139988     | 919 Palm Street, San Luis Obispo, CA     | May 2006      |

## Section B GENERAL TERMS AND CONDITIONS

- 1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all of the terms and conditions of this specification. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of this specification.
- 2. **Proposal Submittal**. Each proposal must be submitted on the forms provided in Section F of this specification and accompanied by any other required submittals or supplemental materials. These forms and other required materials must be submitted according to the procedures outlined in Section F.
- 3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
  - The insurance carrier and its A.M. Best rating
  - Scope of coverage and limits
  - Deductibles and self-insured retention

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation. As discussed under paragraph 11 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

- 4. **Price Proposal Figures**. The unit prices listed on the Price Proposal form must be entered in figures in the spaces provided on the form.
- 5. **Proposal Withdrawal and Opening**. A proposer may withdraw its proposal without prejudice prior to the time specified for the proposal opening by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Request for Proposals" will be considered.
- 6. **Submittal of One Proposal Only**. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity which has submitted a subproposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.
- 7. **Communications**. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.
- 8. **Proposal Retention and Award**. The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
- 9. **Competency and Responsibility of Proposer**. The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will

- provide, in a timely manner, any and all information that the City deems necessary to make such a decision.
- 10. **Contract Requirement**. The proposer to whom award is made (the Contractor) shall execute a written contract with the City within ten calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
- 11. **Insurance Requirements**. The Contractor shall provide proof of insurance in the form, coverages, and amounts specified in Section E of this specification within ten calendar days after notice of contract award as a precondition to contract execution.
- 12. **Business Tax**. The Contractor must have a valid City of San Luis Obispo business tax certificate prior to execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
- 13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
- 14. **Laws to be Observed**. The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
- 15. **Payment of Taxes**. The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
- 16. **Permits and Licenses**. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
- 17. **Safety Provisions**. The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- 18. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
- 19. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
- 20. **Immigration Act of 1986**. The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

- 21. **Contractor Non-Discrimination**. In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
- 22. **Work Delays**. Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
- 23. **Payment Terms**. The City's payment terms are 30 days from the receipt of an approved original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
- 24. **Inspection**. The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
- 25. **Audit**. The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
- 26. **Interests of Contractor**. The Contractor covenants that it presently has no interest, and shall not acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
- 27. Hold Harmless and Indemnification. The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

- 28. **Contract Assignment**. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
- 29. **Termination**. If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform; which notice must give the Contractor a ten calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

30. **Termination for Convenience**. Whenever it may be in the City's best interest, the City may terminate the agreement with 30 calendar days written notice.

### Section C SPECIAL TERMS AND CONDITIONS

- 1. **Pre-submittal Meeting and Tour of Work Locations**. A pre-submittal meeting and tour of work locations shall be held at 10:00 a.m. on December 30, 2014 at the City's Parking Offices, 1260 Chorro Street, Suite B, San Luis Obispo, California. The purposes of this meeting and tour will be to a) answer any questions that prospective proposers may have about this specification and b) allow prospective proposers to examine the work locations and ask additional questions about the work to be performed. *A prospective proposer must attend this meeting and tour in order to submit a proposal.*
- 2. **Proposal Evaluation and Contractor Selection**. Proposals will be evaluated by a review committee using the following three-phase review, selection, and contract award process:

#### Phase 1 – Proposal Review

The review committee will review the general proposal forms submitted (Information about the Proposer, References, Statement of Past Contract Disqualifications, and Insurance Certificate) and contact references. Three to five proposers will be selected for follow-up interviews based on a) quality, clarity, and responsiveness of proposals b) competence and qualifications necessary for successfully performing the work and c) recent experience in successfully performing similar services.

#### Phase 2 – Interviews and Contractor Selection

Selected firms will be interviewed by the review committee. The purposes of this interview will be to a) evaluate communication and interpersonal skills b) evaluate reliability, responsibility, quality, and suitability and c) clarify and resolve any questions and issues about proposals. Based on results of the interviews, the review committee will rank the proposers based on qualifications.

#### Phase 3 – Evaluation of Price and Award of Contract

After selecting the top-ranked firms, the review committee will open all the submitted price proposals from the selected firms.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the selected firms or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

- 3. **Labor Actions**. In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the best proposer and to accept the next best proposal from a proposer that is not experiencing a labor action, and to declare it to be the best proposer.
- 4. **Failure to Accept Contract**. The following will occur if the proposer to whom the award is made (the Contractor) fails to enter into the contract: the award will be annulled and an award may be made to the next best proposer which shall fulfill every stipulation as if it were the party to whom the first award was made.

- 5. **Agreement Term**. The term of the Agreement for this specification shall be from February 1, 2015 through June 30, 2019. If service is satisfactory, the City may extend the term until June 30, 2021 by written notification to the Contractor from the Parking Services Manager as approved pursuant to City approval processes.
- 6. **Compensation Adjustment**. Original contract prices shall remain in effect through June 30, 2016. Beginning in the year 2016 on July 1 of each year contract prices shall be increased by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment.

*Example:* The original contract price is \$950.00 per month. This price remains in effect until June 30, 2016. The Consumer Price Index/All Urban Consumers (CPI-U) increases by 2.5 percent between March 2015 and March 2016. On January 1, 2016 the contract price increases by 2.5 percent from \$950.00 per month \$974.00 per month. The new contract price applies to work completed after July 1, 2016. This same process repeats the following year.

- 7. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City that clearly identifies the name of the contract and the contract specification number.
- 8. **City Representative**. The City's representative for all issues regarding the agreement for this specification shall be the Parking Services Manager.
- 9. **Accuracy of the Specification**. This specification is believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. In preparing its proposal, the proposer and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in this specification which could easily have been ascertained by examining either the project site or accurate data in the City's possession. Although the effect of ambiguities or defects in this specification will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the proposer, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the proposer or subcontractors to notify City in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that this specification constitutes a performance specification, the City shall not be liable for costs incurred by the successful proposer to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in this specification, or any other matter whatsoever, the Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in this specification concerning the dispute.

### Section D FORM OF AGREEMENT

#### **AGREEMENT**

| THIS AGREEMENT is made and entered into in the City of San Luis Obispo on |  |  |
|---|--|--|
| , by and between the CITY OF SAN LUIS OBISPO, a                           |  |  |
| municipal corporation, hereinafter referred to as the City, and           |  |  |
| hereinafter referred to as the Contractor.                                |  |  |

#### WITNESSETH:

WHEREAS, the City requested proposals to furnish elevator maintenance services per Specification No. 91341; and

WHEREAS, pursuant to said request, the Contractor submitted a proposal that was accepted by the City for said elevator maintenance services;

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

- 1. **TERM**. The term of this Agreement shall be from February 1, 2015 June 30, 2019. If service is satisfactory, the City may extend the term until June 30, 2021 by written notification to the Contractor.
- 2. **INCORPORATION BY REFERENCE**. City Specification No. 91341 and the Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.
- 3. **THE CITY'S OBLIGATIONS**. For providing elevator maintenance services as specified in this Agreement, the City will pay and the Contractor shall receive therefore payments based upon the actual work received by the City at the unit prices proposed by the Contractor and accepted by the City.
- 4. **CONTRACTOR'S OBLIGATIONS**. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification.

| 5.  | <b>AMENDMENTS</b> . Any amendment, modification, extension or variation from the terms |   |                                     |
|---|--|---|-------------------------------------|
| of this Agreeme   | ent shall be in writing and shall b  | be effective only upon ap                 | proval by the City Administrative   |
| Officer of the C  | City.  |   |                                     |
|   |  |   |                                     |
| 6.  | COMPLETE AGREEMENT   | · ·                                       |                                     |
| •   | •  | •   | te agreement between the parties    |
|   | agreement, understanding, or re  |   |                                     |
| -   | erein shall be of any force or effe  | •   | al agreement, understanding, or     |
| representation b  | be binding upon the parties heret  | 0.  |                                     |
| 7.  | <b>NOTICE</b> . All written notices t  | to the parties hereto shall               | be sent by United States mail,      |
| postage prepaid by registered or certified mail addressed as follows: |  |   |                                     |
|   |  |   |                                     |
| City  |  | Finance Department                        |                                     |
|   |  | City of San Luis Obisp<br>990 Palm Street | 0                                   |
|   |  | San Luis Obispo, CA                       | 93401                               |
|   | Contractor   | [   | ]                                   |
|   |  | [   | ]                                   |
|   |  | l   | 1                                   |
| 8.  | AUTHORITY TO EXECUTI   | E AGREEMENT. Both                         | the City and the Contractor do      |
| covenant that ea  | ach individual executing this agr  | eement on behalf of each                  | n party is a person duly authorized |
| and empowered   | l to execute agreements for such   | party.                                    |                                     |
|   |  |   |                                     |
|   | •  | nereto have caused this in                | nstrument to be executed the day    |
| and year first al   | oove written.  |   |                                     |
|   |  | CITY OF SAN LUIS C                        | )BISPO                              |
|   |  |   |                                     |
|   |  | By:                                       |                                     |
|   |  | City Manager                              |                                     |
| APPROVED A  | S TO FORM:   | CONTRACTOR                                |                                     |
|   |  | 32.22.20.000                              |                                     |
|   |  | By:                                       |                                     |
| City Attorney   |  |   |                                     |

## Section E INSURANCE REQUIREMENTS: Operation & Maintenance Contracts

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- 4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage**. The Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

**Subcontractors**. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **INFORMATION ABOUT THE PROPOSING FIRM**

## THE PROPOSER

Specification No. 91341 Elevator Maintenance Services

| Firm Name  |  |
|--|--|
| Mailing Address  |  |
| City, State, ZIP   |  |
| Phone Number   |  |
| FAX Number Business Type (proprietorship/partnership/corporation) If partnership, list names of Partners and addresses If proprietorship, list name of owner(s) and addresses If corporation, list name of corporation and officer who is responsible for the legal service of documents |  |
| Certified Qualified Conveyance Company Number  |  |
| Years Operating under this Firm Name   |  |
| Insurance Company's A.M. Best Rating   |  |
| Authorized Representative  |  |
| Title of Authorized Representative   |  |
| Signature of Authorized Representative   |  |
| Date   |  |

## **REFERENCES**

| Number of years engaged in providing the services included within the scope of the specifications under the present business name: |   |  |  |
|--|---|--|--|
| the services included with the scope   | ts performed by your firm which demonstrate your ability to provide of the specifications. Attach additional pages if required. The City the references listed for additional information regarding your firm's |  |  |
| Reference No. 1  |   |  |  |
| Customer Name  |   |  |  |
| Contact Individual   |   |  |  |
| Telephone & FAX number   |   |  |  |
| Street Address   |   |  |  |
| City, State, Zip Code  |   |  |  |
| Description of services provided including contract amount, when provided and project outcome                                      |   |  |  |
| Reference No. 2  |   |  |  |
| Customer Name  |   |  |  |
| Contact Individual   |   |  |  |
| Telephone & FAX number   |   |  |  |
| Street Address   |   |  |  |
| City, State, Zip Code  |   |  |  |
| Description of services provided including contract amount, when provided and project outcome                                      |   |  |  |
| Reference No. 3  |   |  |  |
| Customer Name  |   |  |  |
| Contact Individual   |   |  |  |
| Telephone & FAX number   |   |  |  |
| Street Address   |   |  |  |
| City, State, Zip Code  |   |  |  |
| Description of services provided including contract amount, when provided and project outcome                                      |   |  |  |

### STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

|          | Do you have o      | any disqualific | ation as described in the above p          | aragraph to declare? |
|----------|--------------------|-----------------|--|----------------------|
|          |                    | Yes 🗖           | No 🗖                                       |                      |
| •        | If Yes, explain    | n the circumst  | ances.                                     |                      |
|          |                    |                 |  |                      |
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|          |                    |                 |  |                      |
| Exe of n | cuted on           | of the State of | at<br>California, that the foregoing is tr | under penal-         |
| or b     | organy or the laws | or the state of | Camonia, that the foregoing is the         | ue and correct.      |
|          |                    |                 |  |                      |
|          |                    |                 |  |                      |
|          |                    |                 |  |                      |

## PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 91291, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

| Monthly Price Regular Inspection and Certification  | \$             |
|---|----------------|
| Fully Burdened Hourly Labor Rate for Additional Testing, Rep<br>Emergency Response                                  | sairs, and \$  |
| Minimum billing per emergency call out  | hour minimum   |
| Percentage Markup on Actual Direct Cost of Materials and Ser<br>Additional Testing, Repairs, and Emergency Response | vices for %    |
| Maximum response time per emergency call out  | Within minutes |
|   |                |
| Signature of Authorized Representative  |                |
| Date  |                |