

CITY OF MANHATTAN BEACH REQUEST FOR PROPOSAL

RFP No. 1286-23

ELEVATOR AND ESCALATOR MAINTENANCE

RELEASE DATE: September 29, 2022



Dru Leonard

Buyer

(310) 802-5569

DEADLINE FOR QUESTIONS: October 10, 2022

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/citymb>

1. LEGAL NOTICE

1.1. Request for Proposal

PROPOSAL NUMBER: 1286-23

PROPOSAL TITLE: Elevator and Escalator Maintenance

REQUESTING DEPARTMENT: Public Works

RELEASE DATE: Thursday, September 29, 2022

DUE DATE: Thursday, October 20, 2022 at 3:00 pm PST

Notice is hereby given that proposals will be received via the City's e-Procurement Portal, Procurenow (<https://secure.procurenow.com/portal/citymb>).

Sealed proposals must be submitted via the City's e-Procurement Portal. Proposals will be received until 3:00 pm PST on Thursday, October 20, 2022.

Proposals will be evaluated for compliance with specifications and subsequent recommendation to the City Council for award of bid or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline will not be accepted. Faxed or emailed proposals are not acceptable.

Please direct any inquiries regarding this RFP through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, October 10, 2022 by 12:00 pm.

Dated: Thursday, September 29, 2022

Dru Leonard, Buyer

2. INTRODUCTION

2.1. Summary

The City of Manhattan Beach is soliciting proposals for an elevator & escalator service agreement; preventative maintenance and repair. It is the intent of this specification to describe the requirements for the service agreement. The service shall conform to, and the bidder's proposal shall include, all provisions of the following specification.

Contractors may respond to any portion of these specifications. (Elevator maintenance, escalator maintenance and/or wheelchair lifts).

2.2. Contact Information

Dru Leonard

Buyer

3621 Bell Ave.

Manhattan Beach, CA 90266

Email: dleonard@citymb.info

Phone: [\(310\) 802-5569](tel:(310)802-5569)

Department:

Public Works

2.3. Timeline

Release Project Date	September 29, 2022
Question Submission Deadline	October 10, 2022, 12:00pm
Proposal Submission Deadline/Opening	October 20, 2022, 3:00pm City's e-Procurement Portal, Procurenow (https://secure.procurenow.com/portal/citymb)

3. INSTRUCTION TO PROPOSERS

3.1. Submittal of Proposals

All Proposals must be submitted via the City's e-Procurement Portal, [ProcureNow](#).

3.2. Questions

All questions related to this RFP shall be submitted in writing through the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, October 10, 2022 by 12:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

Proposers shall create a FREE account with OpenGov by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to <https://secure.procurenow.com/portal/citymb>, click on "Submit Response", and follow the instructions to submit the electronic proposal.

3.3. Addenda

The City may, from time to time, issue Addenda to the Contract Documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this RFP. Failure of any bidder to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

3.4. Pre-Proposal Meeting

A pre-proposal meeting/project site visit will not be held for this project.

3.5. Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Proposer" "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

3.6. Proposal Withdrawal

Proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in OpenGov. A proposal may be withdrawn without prejudice with the responding firm being able to submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening. Proposals must remain valid and shall not be subject to withdrawal for 90 Days after the Proposal opening date.

3.7. Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802- 5569.

3.8. The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Notice Inviting Proposals, the vendor Proposal, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of City and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

3.9. Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

3.10. Proposal Form

- No telephone or facsimile proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposer and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- Blank spaces in the Proposal must be properly filled in using ink or typewriter.
- The phraseology of the proposer must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the Proposal by the proposer.
- Proposers are invited to attend the proposal opening at the date and time City advised above.
- Proposal results are available by calling the office of the Purchasing Agent at (310) 802-5569.

4. SCOPE OF WORK

4.1. Scope of Work

Contractor will provide complete service and maintenance of the equipment covered under these specifications. The vendor must maintain equipment so it is operational at least 98% of the time for a 24/7 period. Vendor shall perform regular preventative maintenance checks (as recommended by the manufacturer), repairs, monthly inspections, annual safety inspections, and emergency service. The agreement will include all labor, parts, supplies, oil, lubricants, and any other materials required to maintain the equipment in good and safe operating conditions. Vendor shall provide certified trained technicians to perform all maintenance and repairs. Vendor must maintain an adequate inventory of replacement parts and materials.

All equipment, materials and installation shall conform to the most recently adopted edition of the following codes:

ANSI/ASME, A17.1, the American National Standard Safety Code for Elevators and Escalators

ANSI/ASME, A17.2, Inspectors manual for elevators and escalators

Note that one or more contracts may be awarded from this solicitation. One for elevators, one for escalators and one for wheelchair lifts if unable to perform on all three equipment types.

4.2. Project Background

The City has 4 elevators, 4 escalators and 4 wheelchair lifts at several facilities that must be maintained in working order for residents, visitors and businesses.

4.3. Subcontracting

No portion of this work may be subcontracted.

4.4. Site Inspection

Contractor may view all locations without an appointment.

4.5. Specifications

Equipment Performance:

Elevators

The elevators shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the agreement.

1. Floor-to-floor time shall be measured from the time a car leaves a floor, travels one floor up or down, and the doors are $\frac{3}{4}$ open.
2. Door times shall be in accordance with current standards.
3. Leveling accuracy under load conditions shall be $\pm 3/8$ of an inch.

4. Elevators starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps. Full speed riding shall be without swaying or vibration. Elevator and door operation shall be quiet. Stop made under 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.

Preventive Maintenance

Vendor shall maintain all equipment under this contract as recommended by manufacturer and required by local laws and ordinances. Vendor will be responsible for proper maintenance of all equipment under this contract. Omission of any items from these specifications will not relieve vendor of that responsibility.

Monthly Service

During the monthly service, the technician shall:

- a. Examine, adjust, lubricate, clean, repair and replace pumps, motors, muffler and controller parts, valves, valve magnet coils, valve motors, packing, windings, rotating elements, and all electrical and mechanical parts, as required to provide safe, properly maintained, operable elevators in accordance with manufacturer's recommendations.
- b. Clean Brush guide rails and beams, top of cars, bottom of platforms and machine room floors.
- c. Remove all accumulated rubbish from the pits.
- d. Make all repairs required to restore the elevators to the required level of performance.

Unless contradicted by manufacturer's standard requirements, during the monthly inspection, the technician shall examine, adjust, lubricate, clean, repair and replace the following as required:

Hydraulic:

pump, motor, muffler and controller parts, valves, valve magnet coils, valve motors, packing elevators: windings, rotating elements and all electrical and mechanical parts.

Machine:

including worn gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake coil, brake linings and components (dumbwaiter only).

Motor:

including motor windings, bearings, rotating element, commutators, brushes, and brush holders.

Controller:

including relays, resistors, contacts, coils, leads, transformers, timing devices and solid state components.

Dispatching Equipment:

including relays, resistors, contacts, coils, leads, transformers, timing devices and solid state equipment.

Selector:

including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, and transformers.

Car:

including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes including roller guides.

Hoistway:

including buffers, hoistway and machine room wiring, hoistway door interlocks, hoistway door hanger, gibbs and auxiliary closer, emergency lowering devices.

Accessory Equipment:

including all accessory elevator equipment installed prior to commencement of this agreement unless excluded in the exception paragraph.

Wire Ropes:

renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoisting ropes, and repair or replace conductor cables (dumbwaiter only).

Telephones:

lift emergency telephone and verify communications with answering service.

Escalator

Handrail:

Handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices and handrails.

Steps:

Step tread, step wheels, step chains, step axle bushing, comb plates, floor plates and tracks

Drive Unit:

Drive bearings, tension sprocket and upper and lower newel bearings.

Where applicable, technician shall make periodic checks of the group dispatching and supervisory systems and make all necessary tests and adjustments to maintain design standards.

Testing

All testing shall be such as to permit annual licensing by the State of California. This includes performing all safety tests as required by the American Standard Safety Code for elevators, escalators and wheelchair lifts.

Contractor must be present for pressure relief valve testing on elevators in conjunction with the annual Fire alarm test.

Inspections

The City may require all inspections be done in the presence of an assigned Public Works employee.

Routine Repair Response

Vendor will be responsible for fixing breakdowns for all causes, including equipment failure, vandalism and misuse. A technician must be on- site within two business hours of contact from City that repair is required. All work is to be performed during regular working hours (generally between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday), unless prior approval is obtained for overtime repairs.

Prior approval by the Maintenance Superintendent or his designee is required for all repairs made on overtime.

Actual repairs must be approved by the Maintenance Superintendent or his designee, prior to commencement of work. Contractor shall post an "OUT OF SERVICE" sign on all entry points when equipment is closed for service or repairs.

Vendor shall notify Ken Tonkovich at 310/802-5316 or Sean Roberts, at 310/802-5315 immediately of any condition found affecting the safety of passengers or elevator equipment. No equipment will be shut down, rendered inoperable, etc. without his express approval

Emergency Response

Emergencies are defined as situations affecting safe or continuous operation of equipment covered under this agreement or affecting the safety of passengers. A technician must be on-site within one hour of contact from City that an emergency repair is required. When a passenger is trapped in an elevator, response time must be 1 hour, or less. This service is required 24 hours a day, seven days a week, weekends and holidays included.

Pricing

Vendor shall make repairs as required by all equipment under this contract. Preventive maintenance, and all repairs caused by poor preventive maintenance, must be included in the monthly rates quoted. Vendor shall perform all maintenance at the prices quoted for the annual maintenance contract. Vendor shall perform all non-maintenance service at the hourly rates bid. Vendor shall inform the City in advance of repairs not covered under the maintenance agreement and shall provide a written cost estimate. This requirement is waived for emergency repairs, as defined below. No work may begin until the cost estimate has been received and the work approved by the Maintenance Superintendent or his designee. The City reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement. If the successful vendor is not consistently the low bidder for these repairs, the City may terminate this agreement.

Travel Time

Vendor will be allowed to charge reasonable travel time for all repairs not covered under the maintenance agreement. Vendors are requested to fully describe travel time costs and policies in your submittal.

Parts and Supplies

Vendor shall maintain a parts inventory including such items as door operating equipment, armatures, controller switches and parts, solid state units, selector tapes and drives, door hangers, brake magnets, limit switches, rectifiers, and other spare lending and replacement parts deemed necessary for continuity of service. All parts shall be original manufacturer or equal.

Vendor will furnish all lubricants, cleaning supplies and tools necessary to perform the work described in these specifications. Vendor must use lubricants recommended by the equipment manufacturer.

The vendor must have maintenance facilities staffed by trained technicians capable of providing high quality maintenance for the equipment bid. The City may inspect the vendor's facilities to determine adequacy.

Annual Safety Inspection

Vendor must conduct an annual safety inspection of all equipment covered under this agreement when State inspector conducts inspections. The cost for this inspection must be included in the monthly maintenance rate quoted.

After each annual inspection, the vendor shall provide an Elevator Inspection Report for each unit.

The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance.

The report must include cost and lead-time for all necessary repairs. This report must be given to the Maintenance Superintendent or his designee within ten working days of the inspection. Failure to adhere to these requirements will result in termination of the agreement.

Technicians shall record all inspections on the inspection log posted in the machine room. Vendor must notify the Maintenance Superintendent or his designee if an inspection log is not posted in the machine room.

State Inspection

Vendor will make all repairs indicated in State inspection reports within thirty days of notice of State inspection with prior approval by the City. Vendor must provide a quote for these repairs for each unit before beginning work.

The vendor's technician must be present at all State of California inspections. All costs for these services must be included in the monthly maintenance fee. The vendor must maintain a history of inspections performed by the State for all equipment on this contract.

The weekly state inspection for wheelchair lifts will be handled in-house and are not part of this contract. Vendor's technician must be present for any other state mandated inspections.

Pricing Escalation

Proposer shall be able to provide services at the rates set forth on the attached Proposed Price Sheet. Prices shall remain firm for the initial 12 month period of the contract. Prices may be adjusted annually by an amount not to exceed the Consumer Price Index (CPI) for the prior 12-month period. Prices shall then remain firm for the following 12 month period. Under no circumstances will adjustments in the fees exceed three percent (3%) per additional period. Contractor shall notify the City in writing thirty days prior to any proposed price increase. All price increases must be justified with evidence of the increased costs borne by the Contractor.

Permits

It shall be the responsibility of the vendor to notify Maintenance Superintendent or his designee upon the lapse of any and all "Permits to Operate an Elevator" for those elevators included in this contract.

Records

Vendor shall keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment. The schedules will be maintained throughout the year and used as a guide and checklist.

Vendor shall maintain an accurate and complete log of all work performed and all routine inspections for each piece of equipment covered under this agreement. The log shall include reason for service, date, length of time spent, technician's name, and resolution.

Vendor shall maintain an as-built record of all system modifications. This record shall be delivered to the City at the end of the agreement. Final payment will be withheld until these records and prints are received and verified by the City.

If contractor has an on-line system for records available, please describe in your submittal.

All records must be provided upon request of the Maintenance Superintendent or his designee.

Reports

Upon request, the successful supplier must provide a report of items purchased by the City for the previous six months. This report will be in order of most frequently ordered items to the least frequently ordered items. The following information must be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

Ad-hoc reports must be available upon request by the Public Works Department personnel.

If contractor has an on-line system for reports accessible by City staff, please describe in your submittal.

Licenses

The successful vendor must hold all required licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall be responsible for all fees resulting there from.

Safety

Supplier shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Supplier shall provide proof of compliance, if requested by the City. Contractor shall be responsible for compliance with all applicable Federal, State, and local safety regulations including any confined space requirements.

Warranty

The Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the Contractor warrants that all equipment and materials provided shall be new. Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

5. EVALUATION PROCESS

5.1. Evaluation Process Overview

Vendors will be evaluated based on the criteria provided in the solicitation document.

5.2. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding Scope of Work	N/A	N/A
2.	Contractor's Qualifications and Experience	N/A	N/A
3.	Qualifications, Experience, and Availability of Proposed Staff	N/A	N/A
4.	References These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.	N/A	N/A
5.	Proposed Methodology for Completing the Work or Effectiveness of Proposal	N/A	N/A
6.	Cost	N/A	N/A

7. TERMS OF CONTRACT

7.1. Term of Contract

The term of this Contract shall be for a period of three (3) year(s), beginning from the Effective Date, unless sooner terminated and has the possibility of two (2) additional one (1) year renewals.

8. TERMS AND CONDITIONS

8.1. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

8.2. General Conditions

The City will not reimburse respondents to this Invitation to Bid for any costs incurred in the preparation and submittal of the proposal. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected Contractor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

8.3. Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

8.4. Payments and Invoicing

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City. The City will not remit payment without an invoice.

Vendor can send invoices to invoices@citymb.info or mail to:

City of Manhattan Beach
Attn: Accounts Payable
1400 Highland Ave.
Manhattan Beach, CA 90266

Invoice shall be submitted on standard company forms on a monthly basis (if applicable) and shall contain the following information: (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, (5) the purchase order or contract number, (6) total amount requested, (7) contractors tax ID number, (8) packing slip, and (9) if applicable, City contact name.

Payment will be made after invoice approval by the Contract Administrator, subject to the routine processing requirements of the City. Questions regarding the payment process can be emailed to invoices@citymb.info.

8.5. [Delivery](#)

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

8.6. [Packing and Shipping](#)

All deliveries must be shipped F.O.B. destination. Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

8.7. [Authorized Distributor/Dealer](#)

Any successful bidder must be an Authorized Distributor/Dealer for the product offered. The City reserves the right to request documentation at any time.

All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the goods shall remain with the vendor until delivered to and accepted by the City. The City may reject any goods that do not conform to the terms and conditions. Any goods rejected may be returned to the vendor at their risk and expense.

8.8. [Manufacturer's Warranty](#)

Bids shall be accompanied by a copy or description of the manufacturer's warranty for the item(s) proposed. The description shall include the length and scope of the warranty, and will be evaluated as a factor in award of bid.

8.9. [Business License](#)

The successful Contractor will be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

8.10. [Licenses](#)

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall pay all fees resulting there from.

8.11. [Government Regulations](#)

The bidder shall comply with all Federal, State, City, and local regulations/laws pertaining to the Elevator and Escalator Maintenance.

8.12. [Errors/Omissions](#)

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

8.13. Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- A. When such performance is prevented by operation of law.
- B. When such performance is prevented by an irresistible superhuman cause.
- C. When such performance is prevented by an act of the public enemies of the United States of America, or the City of Manhattan Beach, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- D. When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
 - 1. Appropriation of use thereof by the Federal Government or,
 - 2. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions herein will cause the bid to be rejected.

8.14. Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the City, at its option, may terminate or cancel the contract, and at the expense of the Contractor, complete the contract with an alternate Contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

8.15. Conflict of Interest

It shall be the duty of the Contractor to comply with all applicable and City and federal laws relating to the prohibited conflicts of interest. As part of its response to the RFP, the Contractor shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve calendar months immediately preceding and including, the date the Contractor's response to the RFP is filed. In addition, the Contractor shall disclose in writing, any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contacts for the project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of the contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

8.16. Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

8.17. Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

8.18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the City certification, such prospective participant shall attach an explanation to this bid.

8.19. Protest Procedures

The City will accord all prospective vendors fair and equal consideration in the solicitation and award of contracts. Any bidder or proposer may protest the solicitation process (10 working days prior to bid opening), the amendment (10 working days prior to bid opening or 5 working days after amendment issuance, whichever is later), or evaluation process (5 calendar days after notification of award or publicly posted); however, protests must be filed in writing within the above time frames. Protests must include name, address, telephone number and email address of the protester and/or the person representing the protesting party. The protest must provide in detail, all grounds for the protest including all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest. Any protest not conforming to these requirements may be rejected as invalid. Additional information from the protester may be requested by the Department Director or designee.

Protests will be considered and either sustained or denied, in part or in whole, by the Department

Director or designee. When sustained, the awarding authority may, based on the evidence presented reject all bids and order a re-solicitation or recommend an alternate award. Once a protest has been filed, no solicitation shall be awarded until a final determination on the protest has been issued. Protests not meeting the above time frames shall be considered untimely and may be denied on that basis.

A protest decision should ordinarily be written and published within 10 working days of protest receipt. However, the response period may be extended if additional time is required to evaluate information pertinent to the protest.

Decisions of the Department Director or designee may be appealed to the City Manager, or designee, by the protester within 5 working days after the decision is issued to the protester. The City Manager's decision, generally within 15 working days, shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

8.20. Contract

No agreement shall be binding upon the City until a Contract is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer.

8.21. Contract Termination

The City of Manhattan Beach may terminate without cause at any time. The Contractor may cancel the contract upon 90 days written notice

8.22. Termination for Default

The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Contractor by the Purchasing Manager. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8.23. Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Contractor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order

8.24. Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

8.25. Registration with the Department of Industrial Relations

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

8.26. Prevailing Wage

In accordance with Labor Code Section 1770 et seq., the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

9. **VENDOR QUESTIONNAIRE**

9.1. Authorized Person(s)*

Please upload a document containing the following information for each person(s) authorized to submit a response on behalf of your organization:

Name

Title

Phone Number

Email Address

In addition, please upload your corporate seal and signature here.

*Response required

9.2. Type of Business*

Please provide how your business is categorized.

*Response required

9.3. Type your Legal Company Name here*

Please enter your Legal Company Name in the associated link and attach a copy showing "Active" status. This will be verified against the State's database.

*Response required

9.4. Warranty*

Please provide any warranties on product(s) and/or service(s).

If you do not provide a warranty, please type "N/A".

*Response required

9.5. Delivery*

Please provide the lead time for delivery and any additional information regarding your delivery process.

*Response required

9.6. Contractors State License Board (CSLB) Number Submission*

Please upload a copy of your State Contractor's License showing "current and active" status.

(Business and Professions Code Section 7028.15). It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license.

*Response required

9.7. Federal Debarment*

Is your company on the Federal debarment list?

☐ Yes

☐ No

*Response required

9.8. Federal Debarment Document

Please upload your Federal Debarment document. This can be found at

<https://sam.gov/content/exclusions/federal>

9.9. Understanding Scope of Work *

Please upload all documents pertaining to understanding the scope of work for this project.

*Response required

9.10. Consultant's Qualifications and Experience*

Please upload all documents pertaining to the vendor's qualifications and experience. Include number of years in business and number of Technical Staff that would service this account broken down by specialty and makes/models supported. In addition, describe normal business hours, travel time policies including dispatch location, billing increments and hourly rates (overtime and holidays)

*Response required

9.11. Qualifications, Experience, and Availability of Proposed Staff*

Please upload all documents pertaining to the qualifications, experience, and availability of proposed staff. Also include name of qualified staff located within 1 hour of City of Manhattan Beach for emergency service and their specialty. Include your respective emergency response protocol here as well.

*Response required

9.12. References*

Please upload references pertaining to the vendor's past customers. These references will be checked and may affect the award of the the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

*Response required

9.13. Proposed Methodology for Completing the Scope of Work*

Please upload all documents pertaining to the proposed methodology for completing the scope of work.

*Response required

9.14. [Cost*](#)

Utilizing the cost proposal sheet under the attachment section of this RFP, upload your completed cost proposal sheet.

*Response required

9.15. [Sample Professional Services Agreement](#)

Please confirm you have reviewed the sample Professional Services Agreement located in the attachment section of this RFP.

☐ Please confirm