

Chabot-Las Positas Community College District

# BID QUESTION FORM

**BID NO.: 19/20-16, District Wide Elevator Maintenance Services**

**Email to Bill Pagano, Buyer**

**bpagano@clpccd.org**

**District Office, 7600 Dublin Blvd, Dublin, CA 94568**

Company Name: San Francisco Elevator Services, LLC	
Date: May 21, 2020	Ref Sheet No.:
Bid Question: 1. What is the current contract amount of the expiring contract? <b>Please see Board Meeting Archives March 15, 2016 for contract award.</b> 2. Bldg 2400 Wheel Chair Lift Platform is rusted out. Will this be repaired prior to contract award, repaired under the new contract or bid out separately. <b>Repair or replacement of the rusted platform work will be bid out separately.</b> 3. STATEMENT OF WORK Section 1 Please provide a sample of an approved Annual Inspection Report <b>All maintenance service work needs to comply with ASME A17.1/CSA B44-2019, California State and local codes, and Chabot Las Positas Community College District RFP #19/20-16.</b>	

## Section 2

The contract speaks to "deficiencies" in Preliminary Orders.

Is it the intent of the District to have all annual and 5 Year testing included? The bid form has a place for 5 Year Load Tests but does not include 5 Year Traction Tests or annual tests that may be required. **Five year Load and traction testing will be billed separately from the service agreement**

4. The contract does not speak to obsolescence. Several of the elevators have components that are obsolete. Please provide language regarding obsolescence. **Obsolete repairs are when parts are no longer available and not when parts are no longer manufactured. Obsolete repairs will be handled on a case by case basis.**
5. Monthly fire service testing - industry standard practice is that this is the responsibility of the building owner - please confirm that this is acceptable. **Service provider is to provide fire service testing as part of the monthly service.**
6. Please confirm that the expectation is that all elevators will be serviced on a monthly basis. The specification calls for the contractor to provide to provide service schedules -many companies provide less frequent visits. **All elevators are to be serviced monthly.**

Respondent:

Response cc: All Bidders via fax

Chabot-Las Positas Community College District

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**BID NO.: 19/20-16, District Wide Elevator Maintenance Services**

Email to Bill Pagano, Buyer

bpagano@clpccd.org

District Office, 7600 Dublin Blvd, Dublin, CA 94568

Company Name: Otis Elevator Company	
Date: 5/26/2020	Ref Sheet No.:
<b>Bid Question:</b> 1. Will your district accept bids that have service levels other than full coverage? For example an “oil & grease” contract, where service calls and/or repairs are proposed to you, for some of the units in the RFP? <b>All maintenance service work needs to comply with ASME A17.1/CSA B44-2019, California State and local codes, and Chabot Las Positas Community College District RFP #19/20-16. Please see Chabot Las Positas Community College District RFP #19/20-16</b>	
2. Is this the intention of the “Attachment D, Parts and services NOT included in the PMS”? <b>Yes</b>	
Response cc:	All Bidders via fax

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**BID NO.: 19/20-16, District Wide Elevator Maintenance Services**

Email to Bill Pagano, Buyer

bpagano@clpccd.org

District Office, 7600 Dublin Blvd, Dublin, CA 94568

Company Name: KONE INC

Date: May 21<sup>st</sup>, 2020

Ref Sheet No.:

Bid Question(s):

1. Regarding the statement of work as a whole, in order for all bidders to have a level playing field and to prevent bid protests on the basis of widely different scope submissions we are requesting that a clearly defined scope of work be provided by the District. Currently the RFP as written leaves the District in a very risky position as they are inviting each vendor to define their own preventative maintenance plans and exclusions.

It is known from the bid conference that the District will be going with the lowest bidder's submission. Therefore a bidder could propose a scope of work with clarifications either overt or vague that may appear to provide savings but potentially will put the District in a very cost prohibitive situation in the long run.

Currently there is either no mention or very unclear mentioning of very critical topics such as the billable or non-billable status of callouts under different conditions; there is no mention of how obsolete repairs are dealt with and most of the equipment at Chabot is either obsolete or in the case of the units with kiosk machine rooms completely damaged by the elements. Is weather and acts of god covered or not? If a supplier didn't put that in their attachments to this bid would the District hold them to repair damages by acts of god?

Answer: The only mention of service frequency is regarding fire service testing monthly. A supplier could state they will be on site monthly for this test but have no intention of doing maintenance monthly so as to provide a lower monthly bid price.

It is in the best interests of the District to provide a clear scope of work to all vendors and an extension to this RFP to provide bids to that clear scope of work would also be part of this request.

All maintenance service work needs to comply with ASME A17.1/CSA B44-2019, California State and local codes, and Chabot Las Positas Community College District RFP #19/20-16. Please see Chabot Las Positas Community College District RFP #19/20-16 Statement of work section 6 Performance Requirements for callout. Callout work unless caused by contractor, will be billed at the contractor's rate as described in Attachment A. Obsolete repairs are when parts are no longer available and not when parts are no longer manufactured. Obsolete repairs will be handled on a case by case basis. Weather and acts of god are not covered by service agreement but repair work will be at labor rates as described in Attachment A.

2. As a matter of public record, page 8 section 15, can the District provide the current contract and scope of work for elevator maintenance, including the current per unit pricing? Please see Board Meeting Archives March 15, 2016 for contract award.
3. As a matter of public record, can the District please provide the last 12 months of service history and callout data for all the elevators? Service records can be viewed at the District

## M&O office on the LPC campus

4. As a matter of public record, can the District please provide the last State of CA mandated annual and 5-year full load test dates? **Load tests at Chabot were completed in the first quarter of 2016. Load tests at LPC were completed in the second quarter of 2017.**
5. As a matter of public record, can the District please provide the estimated budget it has allocated for this service contract? **\$55,000.00 total for both colleges**
6. Can the District confirm that it has wiring diagrams for all its elevators? If these are not in the possession of the District can they please advise if the replacement cost of these will be something the successful bidder will need to burden? **If wiring diagrams are not available the replacement cost will be at the cost of the District**
7. Can the District confirm that none of its elevators currently have single bottom cylinders? **The district cannot confirm this but will continue to make elevators accessible for inspection by bidders.**
8. Regarding state inspections vs preliminary orders, page 10. The RFP reads as such that the inspection cost is covered but vague on if the preliminary order work is billable or not. Later in the bid proposal section there is a line item for 5 year full load test pricing that is being paid for separately. This is conflicting information. Can the District please confirm/clarify? **All Preliminary order work that is covered by routine maintenance as described by ASME A17.1/CSA B44-2019, California State and local codes, and Chabot Las Positas Community College District RFP #19/20-16. Is covered by the service agreement. Preliminary orders not covered by the above will be billed in accordance with Attachment A.**
9. Regarding section 6 “response time” on page 11, can the District provide the rates for the 3<sup>rd</sup> party elevator company? The fear among bidders is that whoever is called will for lack of a better word price-gouge the District knowing another vendor will pick up the bill. If this cannot be provided ahead of time can this section be struck from the RFP? Or can the District please be more specific in its right to exercise this option to call another vendor to perform services? (ex. This right comes into effect after X number of consecutive/cumulative callouts with missed response times?) **The third party bill rate back to the contractor will be at the contractors specified labor rates as stated in Attachment A**
10. Regarding “equipment performance” on page 12, elevators are installed and maintained by the code group/year in which they were installed. Can the District please revise this section to say something to the effect that “the service provider will maintain the equipment in accordance to the ANSI code group per the year in which the unit is question was installed”? not including this language would mean, if read literally, that the winning bidder would immediately have to burden the cost of making retroactive repairs to bring these elevators all up to the most current ASNI code. **Service provider will maintain the equipment in accordance to the ANSI code group per the year in which the unit is question was installed”**
11. Regarding equipment performance on page 12, on the site walk it was noticed that almost none of the elevators at Chabot provided a ride that was without swaying or vibration. Door operation was noisy and door track rollers were overtly worn down and did not allow for smooth opening and closing. For units located close to the entrances of the buildings there was outside debris (leaves/dirt/rocks) in the tracks. Is the successful bidder required to burden the cost to return these units to their as-built conditions? Can the successful bidder

be allowed a certain amount of time after award to review and identify repairs due to deferred maintenance by the current service provider? **Any cost to return elevators to their as-built conditions will be outside of this service agreement. The District will work with the service provider to address deferred maintenance.**

12. Regarding special requirements, section “parts and supplies” on page 12, it was noticed on the site walk that none of the rooms have a parts storage cabinet. Can the District please provide those or is the successful bidder required to burden that cost? If not, can the District strike this requirement from the RFP? Or can the District provide one secure area on each campus for elevator parts storage? **Parts and supplies are not required to be kept on site. In the event the service provider would like to keep parts on site the district will work with the service provider to identify location.**
13. Regarding the statement of bidder’s qualifications, section 3.1 & 3.2. the District is requesting other customer information that is confidential to the relationship between the service provider and that customer. Can the dollar amount disclosure be removed from the request? **No. The Bidder’s Statement of qualifications provides the District with a snapshot of the bidder’s ability to financially and successfully complete the project. However, the bidder’s qualification statement is privilege to the District. Information contained in the statement is confidential and will not be shared with any other bidder.**
14. Regarding the statement of bidder’s qualifications, section 5.1 “trade references” can the District please provide examples of what it means by “trades”. Is this a reference from the subcontractors we’ve used, parts suppliers, other elevator companies? **Yes. Trade references are suppliers who can attest to your organizations payment history and credit worthiness.**
15. Regarding “contract for labor and services” section B page 18 and the receipt of purchase order. Can the District please provide a sample PO with its terms and conditions. Vendors would need to see what those terms are and incorporate them into this RFP before vendors can responsibly agree to them, if this isn’t possible can the District please add that the service provider have the right to review them each time when issued? **Please refer to the contract terms and conditions incorporated in the bid documents, for reference. However, if you wish to review the District standard PO terms and conditions for goods and services at [www.clpccd.org](http://www.clpccd.org) at the following links, below:**

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS - GOODS (PDF document)**

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS - SERVICES (PDF document).**

16. Regarding “terms and conditions of contract for labor and services” section 9 “insurance” specifically the topic of naming the District as additional insured. In lieu of naming the District as additional insured on the service provider’s general liability policy, can the service provider list the District as NAMED INSURED on an Owners and Contractors Protective Liability (OCPL) policy? The limits of this general liability form policy are dedicated exclusively to the named insured(s). The District could list as many entities as they would like as named insured on the OCPL policy. The OCPL policy has an each occurrence and an aggregate limit which can be provided up to \$10, 000,000 which exceeds

what is being requested. **The District may take this matter under consideration, upon review and approval of the Vice-Chancellor of Business Services and/or Chancellor.**

17. Regarding “terms and conditions of contract for labor and services” section 13 “indemnification” specifically the topic of negligence. We feel this language puts more liability on the service provider despite the service provider not having as much control over the elevators/property as would be required to fulfill this requirement. We are asking that the below modifications be made with the goal being to make this more of a mutual partnership to both parties.
- a. Strike “solely” after “unless arising” and “active” before negligence
  - b. Strike “arise out of or related in any manner to this contract” and replace with “are caused by the service providers negligence... in performing ... under this contract”
  - c. Strike “arising out of, in whole or in part, of” and replace with “to the extent caused by... the negligent acts...”
  - d. The paragraph with the above changes would read:
    - i. ***Indemnification.*** *Unless arising out of the negligence or willful misconduct of the District, the Services Provider shall indemnify, defend and hold harmless the District, the District’s Board of Trustees and all members thereof and the District’s employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorney’s fees, which are caused by Services Provider’s negligence in performing the Work and Services under this Contract. The Services Provider’s obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs to the extent caused by the negligent acts, omissions or other conduct of the Services Provider or Subcontractors. The Services Provider’s obligations hereunder shall survive termination of the Contract and/or completion of the Work and Services. **The District declines. Neither paragraph (a through d) is consistent with language contained in Civil Code 2782 et.seq.***
18. Regarding “terms and conditions of contract for labor and services” section 14 “District right to terminate”, Can the District please change 7 days to 30 days. This would allow the service provider a fair timeline to correct any deficiencies. 7 days may potentially be not feasible should special order parts or third party delays be the root cause of the complaint. **After approval of an award, the District may take this matter under consideration upon review and approval of the Vice-Chancellor of Finance.**
19. Regarding “terms and conditions of contract for labor and services” section 17.5 “Waiver of consequential special damages”, in order to make this a more mutual partnership with the service provider and the district can the district please add at the end of the paragraph *“Likewise, the District expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the Services Provider which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the Services Provider’s breach or default of its obligations under the Contract Documents.”* **The District declines. This language is inconsistent with Civil Code 2782 et seq.**
20. Can the requirement for the “corporate seal” be waived as this will be submitted via email and notarized mail in hard copy? A copy of the corporate seal is required and is not subject to waiver. **The District requires a copy of the “corporate seal” to verify the authenticity of bids.**



21. Regarding invoicing, on page 12 it states invoices are to be submitted in advance, in other sections it states that payment is only to be rendered after work is completed. Can the District please confirm whether it pays in advance quarterly or in arrears?

**The Service Contract is billed and paid monthly. All other work outside of the service agreement is billed and paid after work is completed.**

22. Regarding holidays, in section X it states only federal holidays are observed. In Attachment E the district is asking for the vendor to supply its holidays that are observed. To remedy this can the District please revise both sections to state that holidays that are observed are defined by the International Union of Elevator Constructors (IUEC) local 8?

All elevator companies invited to bid were union affiliated. As such all elevator vendors bidding work must observe those defined holidays by the IUEC.

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day

**Please provide a list of observed holidays for your company on Attachment E**

23. Can the District please define what would be entered in the Comprehensive maintenance schedule versus the preventative maintenance schedule versus the parts and services section? Explanations are written on the last two however even with that these seem to be redundant/at odds with each other.

**Comprehensive Maintenance Schedule would be anything not covered in the Preventive Maintenance Schedule**

24. By allowing each bidder to provide its own list of parts and services not included in the preventative maintenance schedule the District is setting itself up for noncomparable bids. This is not fair to the District and not fair to the bidding vendors as it does not allow for a true even playing field.

Can a clear, fair, and explicit scope of work (PMS) be provided by the District to all service providers to bid to?

**ASME A17.1/CSA B44-2019, California State and local codes, and Chabot Las Positas Community College District RFP #19/20-16.**

Responses:

Respondent: Bill Pagano, Buyer

Response cc: All Bidders via fax