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A D M I N I S T R A T I V E  
F A C I L I T Y  
C O R P O R A T I O N

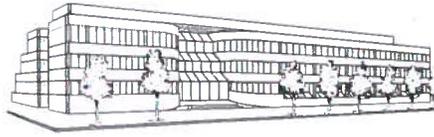
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**Jeff Ordway**  
Assistant  
Secretary-Treasurer



June 13, 2013

**REQUEST FOR PROPOSAL (RFP)**  
**ELEVATOR MAINTENANCE SERVICE**

NOTICE IS HEREBY GIVEN that the Regional Administrative Facility Corporation (RAFC) invites your firm to submit a proposal to provide monthly elevator inspection and maintenance service and possible additional work of a repair or alteration nature. The resulting contract will cover a one-year period beginning August 1, 2013 and may be renewed at a negotiated price for four additional one-year periods commencing August 1, 2014 through July 31, 2018.

The Request for Proposal (RFP) documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and three (3) copies of their proposal by **4:00 p.m., Monday, July 8, 2013**, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Contractor Selection Timetable of the RFP.

*RAFC Point of Contact*  
Robert Hoffman, Project Manager  
Regional Administrative Facility Corporation (RAFC)  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
Tel: 510/ 817-5723  
E-mail: rhoffm@mtc.ca.gov

Thank you for your interest.

Sincerely,

Steve Heminger  
RAFC President

SH: RH

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## **RAFC AND PROJECT DESCRIPTION**

### ***A. Description of RAFC***

RAFC is a non-profit mutual benefit corporation formed in 1983 to operate and manage the Joseph P. Bort MetroCenter, a condominium office building located at 8th and Oak Streets in Oakland, CA. The MetroCenter is occupied by its three owner-members: the Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*; the Association of Bay Area Governments (ABAG), a joint powers agency formed pursuant to Government Code § 6500; and the San Francisco Bay Area Rapid Transit District (BART), a rail transit operator formed pursuant to Public Utilities Code § 28500 *et seq.*

### ***B. Project Description***

The Regional Administrative Facility Corporation (RAFC) requests proposals from qualified professional firms to provide monthly elevator maintenance and inspection as well as possible repairs and upgrades.

## **I. PROPOSER MINIMUM QUALIFICATIONS**

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

- Have been regularly engaged in the business of providing elevator maintenance and repairs in commercial office buildings similar to those of the MetroCenter for at least five (5) years.
- Have at least five (5) licensed staff persons trained to maintain and repair hydraulic elevators in commercial office buildings similar to those of the MetroCenter, and have sufficient staffing to respond to emergency calls within two (2) hours.
- Possess a current C11, Elevator Contractor License in the State of California and maintain the license for the duration of the Agreement.

In addition to the minimum qualifications, RAFC expects the Contractor to be able to:

- Perform the duties, and/or supply experienced and knowledgeable staff capable of performing the duties as outlined in *Appendix A, Scope of Work*.
- Acquire and hold, while performing work, all applicable State, City and County licenses.
- Assign staff that possesses required license, if necessary, based on the type of work requested by RAFC.
- Only assign thoroughly trained, qualified staff to perform services.
- Communicate problems, observations and suggestions clearly to RAFC personnel.
- Follow written procedures and verbal instructions.

## II. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

### *A. Scope of Work*

The scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Contractor”) will be expected to perform all work necessary to complete the scope of work.

### *B. Period of Performance*

RAFC expects the work to commence on or about August 1, 2013, and to be completed no later than July 31, 2014. At RAFC’s sole option, the contract may be extended for four (4) additional one-year periods for work related to the *Appendix A, Scope of Work*.

### *C. Budget*

RAFC has budgeted approximately twenty two thousand dollars (\$22,000) for this effort. Additional funding may be available in future Fiscal Years (FY) subject to approval of future RAFC budgets.

## III. MANDATORY PROPOSERS’ CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Mandatory Proposers’ Conference will be held at 2:00 p.m. on Friday, June 21, 2013 at the Joseph P. Bort MetroCenter Building, 101 8<sup>th</sup> Street, Oakland, Fishbowl Conference Room.

Any addenda will be posted on MTC’s website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by RAFC no later than 4:00 p.m., on Tuesday, June 25, 2013, to guarantee response or consideration. RAFC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

## IV. CONTRACTOR SELECTION TIMETABLE

2:00 p.m., on Friday, June 21, 2013	Mandatory Proposers’ Conference, at 101 8 <sup>th</sup> Street, Oakland, CA 94607, Fishbowl Conference Room
4:00 p.m., on Tuesday, June 25, 2013	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
<b>4:00 p.m., Monday, July 8, 2013*</b>	<b>Closing date/time for receipt of proposals</b>
Week of July 15, 2013*	Interviews (if held)
August 1, 2013*	Execution of Purchase Order

*\*Interview, award and approval dates are approximates and are subject to change before or after the closing date of the RFP.*

## **V. SUBMITTAL OF PROPOSALS**

1. Interested firms must submit an original and three (3) copies of their proposal by **4:00 p.m., Monday, July 8, 2013.**
2. Proposals are to be addressed as follows:  
Elevator Maintenance Service  
Attention: Robert Hoffman  
101 8<sup>th</sup> Street, 3<sup>rd</sup> Floor Receptionist  
Oakland, CA 94607
3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated.** RAFC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated.** The timestamp located on the 3<sup>rd</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals
7. Contractor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
8. A signed proposal submitted to RAFC in response to this RFP shall constitute a binding offer from Contractor to contract with RAFC according to the terms of the proposal for a period of ninety (90) days after the proposals are due to RAFC.
9. A Proposal may be withdrawn at any time before the date and time when Proposals are due by submitting a written request for its withdrawal to the RAFC Project Manager.
10. This RFP does not commit RAFC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.
11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

12. RAFC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.
13. RAFC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected proposer fails to enter into a contract with RAFC in a timely manner as determined by RAFC, in accordance with the terms and conditions of this RFP, RAFC reserves the right to reject the proposal and enter into a contract with the next highest scoring firm.

## **VI. FORM OF PROPOSAL**

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in RAFC's sole discretion.

Each proposal must include the following:

### **A. Transmittal Letter**

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFP. Indicate that the Proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of ninety (90) days from the due date for Proposals.

### **B. Title Page**

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

### C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

### D. Overview and Summary

This section should clearly convey the Contractor's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations.

### E. Work Plan

This section should present a work plan for the tasks described in *Appendix A, Scope of Work*. The proposed work plan should:

1. Discuss how the Contractor will conduct the identified tasks, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks the Contractor believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a staffing plan and an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between RAFC, Contractor staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results, and how their work will be supervised to maintain quality results.

### F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Identify the personnel, including subcontractors' personnel (if any), whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Provide a list of references on *Appendix C, Contractor's Reference Form*.
3. Provide a summary of all contracts your firm has held with RAFC, BART and ABAG in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

### G. Cost Proposal

Provide a breakdown of the expected expenditures of funds on *Appendix B, Proposal Form*.

## H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix D*).

## I. Insurance Provisions

Submit a signed acknowledgement that your firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements*, within five (5) days of RAFC's notice to firm that it is the successful proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

## VII. PROPOSAL EVALUATION

### A. *Verification of Minimum Qualifications*

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

### B. *Review for General Responsiveness*

The Project Manager, in consultation with the RAFC's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Appendix C*. Proposers failing to meet the Minimum Qualifications and Requirements listed herein this RFP or satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Form of Proposal may be considered responsive, if evaluation in every criterion is possible. RAFC reserves the right to request additional information from responsive proposers prior to evaluation.

### C. *Evaluation Panel and Evaluation Criteria*

Responsive proposals will then be evaluated by an evaluation panel of RAFC staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the RAFC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by proposer to contact and/or influence members of the evaluation panel may result in disqualification of proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. References and experience. (50%)
2. Total cost for services listed in *Appendix A, Scope of Work*. (30%)
3. The knowledge, skill and capacity of the Contractor to provide the services required. (20%)

RAFC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of RAFC, is the most advantageous RAFC, based on the evaluation criteria listed above.

#### ***D. Proposer Interviews***

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular proposer (with or without interviews), with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The panel will recommend a Contractor to the RAFC President, based on their evaluation of the written proposals or oral interviews (if held). The RAFC President will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the RAFC Board for approval (if required).

### **VIII. GENERAL CONDITIONS**

#### ***A. Award***

Any award made will be to the Contractor whose proposal is most advantageous to RAFC based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with RAFC in a timely manner as determined by RAFC, in accordance with the terms and conditions of this RFP, RAFC reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

#### ***B. Contract Arrangements***

RAFC Standard Purchase Order Terms and Conditions are attached as *Appendix E*. If a proposer wishes to propose a change to any standard RAFC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept RAFC’s Standard Purchase Order Terms and Conditions, unless such language is protested in accordance with Section C below.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1, Insurance Requirements*. Proposer agrees to

provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix E-1*, within five (5) days of RAFC's notice that it is the successful proposer. Requests to change RAFC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. RAFC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to RAFC determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to RAFC's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be a firm fixed price, with payment based on RAFC's receiving of satisfactory deliverables.

### *C. Selection Disputes*

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that RAFC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RAFC President or RAFC Board authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the RAFC review officer to recommend a resolution to the RAFC President or Section Director, as appropriate.

The Section Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Should the Proposer wish to appeal the decision of the Section Director, it may file a written appeal with the RAFC President, no later than 4:00 p.m. on the third day after receipt of the written response from the Section Director. The RAFC President's decision will be the final RAFC decision.

Authorization to award a contract to a particular Contractor by the RAFC President shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Section Director, or if the decision of the Section Director is appealed, the issuance of a written response to protest by the RAFC President.

***D. Public Records***

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to RAFC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall require that RAFC withhold from disclosure such proprietary materials by marking each page containing propriety information as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used for review by RAFC only, but understands that exemption from disclosure will be limited by RAFC's obligations under the California Public Records Act. If a contract is awarded to the proposer submitting this proposal, RAFC shall have the right to use or disclose the data, unless otherwise provided by law.  
[List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required Proposal Forms or the cost proposal as confidential.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request. If the Proposal requests that RAFC withhold such data from disclosure and RAFC complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify RAFC and hold it harmless from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information) and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not request that RAFC withhold information marked as confidential and requested under the California Public Records Act, RAFC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against RAFC or its commissioners, officers, employees, or agents in connection with such disclosure.

***E. Key Personnel***

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of RAFC. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

***F. Conflicts Of Interest***

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of RAFC is in any manner interested directly or indirectly in the Proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever RAFC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by RAFC and the Proposer. After award, the Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other RAFC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RAFC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

***G. Injury Prevention Program***

As part of RAFC's Injury Prevention Program (IPP) established pursuant to California Labor Code § 6401.7, a proposer may be required to provide RAFC with a description of its IPP and, specifically, methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

***H. Prevailing Wage***

Pursuant to appropriate Sections of the Labor Code of the State of California, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar

purposes) applicable to the work to be performed under this Contract, for straight time, overtime, Saturday, Sunday and holiday work.

Workmen employed in the work must be paid at the rates at least equal to the prevailing wage. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.

In the performance of the work specified in this Contract, the Prime Contractor and all subcontractors shall be responsible for compliance with California Labor Code Sections 1776 (Payroll records, retention, inspection, noncompliance penalties, rules and regulations) and 1777.5 (Employment of registered apprentices, wages, standards, number, apprenticeable craft or trade, exemptions, contributions).  
See *Appendix F, Wage Determination*.

## **APPENDIX A, SCOPE OF WORK**

### **I. Type of equipment**

RAFC requires a Contractor to provide service for the two (2) passenger hydraulic elevators, one 3500-pound carrying capacity, one 4000-pound carrying capacity, serving four floors at the Joseph P. Bort MetroCenter (MetroCenter). The machine room is located on ground level. The elevator system was designed and built by Houston Elevator Company with motion controls built by Motion Control Engineering. The system contains a Reynolds and Reynolds Powervator®.

### **II. Required Services**

Contractor shall maintain the entire elevator equipment in proper operating condition as hereinafter described:

1. Inspect and service equipment on a minimum monthly basis.
2. Regularly and systematically examine, adjust, lubricate as required, inspect pump, valves, motor, controller and solid state devices including bearings, windings and coils, rotating elements, contacts and relays, resistors and contractors, packing, drive belts, strainers and mufflers, and above-ground piping. If conditions warrant, provide Project Manager with written proposal to perform necessary equipment repairs/replacement beyond normal inspection and adjustment.
3. Keep guide rails properly lubricated except where roller guides are used.
4. Replace guide shoe gibs or rollers, if conditions warrant, to provide smooth and quiet operation.
5. Repair or replace control cables if conditions warrant.
6. Furnish lubricants and hydraulic system oil. Keep hydraulic oil at proper operation levels, and replace when necessary.
7. Relamp all signals, in car and at stops as necessary, during regular monthly inspections only.
8. Periodically examine, clean, lubricate, adjust and, when conditions warrant, repair or replace the interlocks and door closers; buffers, limit, landing and showdown switches, door protective devices, and/or alarm bells. Also, examine, lubricate, adjust, and, if conditions warrant, repair or replace all accessory equipment, with exceptions as stated hereinafter.
9. Make recommendations for improvements/changes to existing equipment, as appropriate.
10. Provide monthly written service reports and keep service log in elevator room.
11. Supply materials and supplies to perform necessary repairs/replacements.

### **III. Licenses**

Contractor shall obtain and keep in effect at all times during the duration of the contract, a current C11, Elevator Contractor License in the State of California, and must acquire and hold, while performing work, all applicable State, City and County licenses. Assigned staff must possess required license, if necessary, based on the type of work requested by RAFC. Only authorized employees of the Contractor may perform any services and must be thoroughly trained and qualified in the work assigned to them.

#### **IV. Subcontractors**

Contractor may not subcontract all or any portion of the work to be performed under the contract.

#### **V. Schedule**

Work shall be performed at a minimum twelve (12) times a year, as scheduled by the RAFC Project Manager, during normal business hours, Monday through Friday, 7 a.m. to 4 p.m., as scheduled by the RAFC Project Manager.

#### **VI. Acceptance by RAFC**

The RAFC Project Manager will also be responsible for approving the work upon completion. Acceptance of delivery or approval of installation does not affect or negate the guaranty provided under Section VIII below.

#### **VII. Emergency Response**

It is RAFC's goal to maintain the elevators in working order and reduce downtime to an absolute minimum. In the event of a malfunction, RAFC requires the Contractor to respond within two (2) hours of first notice from the RAFC Project Manager or designee.

#### **VIII. Guaranty**

The Contractor guarantees that the services will be performed in a professional manner by qualified personnel. Upon receiving notification from RAFC that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to RAFC, and to RAFC's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by RAFC or modifications not executed by the Contractor. The Contractor guarantees to arrive promptly at the date and time scheduled with the Project Manager prepared to perform the tasks as specified herein.

#### **IX. Contractor Staff**

1. Contractor personnel must have at least five (5) years of experience in this type of work. All apprentices shall be under the direct supervision of an experienced supervisor.

2. The RAFC Project Manager must approve Contractor's assigned Service Person. The approved Service Person shall not be removed from the project without cause or without prior notification to the RAFC Project Manager.
3. Contractor shall comply with applicable sections of the California Labor Code (e.g., Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all work performed under this Agreement. In particular, Contractor's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). See *Appendix F, Wage Determination*.

**X. Damage Prevention and Correction**

1. Contractor shall exercise caution in performing the work to prevent damage to the elevator equipment or the surrounding area.
2. Contractor shall repair or replace any/all Contractor damaged equipment or materials without cost to RAFC.

**XI. Exclusions**

Refinishing, repairing or replacement of car enclosure, car doors, hoist way enclosure, hoistway door panels, frames and sills, car flooring and floor covering, car occupant lights and fixtures, main line power switches, breakers, feeders to controller, and underground piping are not included in the monthly inspection fee.

If authorized by the Project Manager, these repairs shall be accomplished on a time and materials basis at the labor rates specified in *Appendix B, Proposal Form*.

**APPENDIX B, PROPOSAL FORM**

**I. Price Proposal**

A. Monthly Maintenance fee for all work specified in *Appendix A*, Sections I through X. (Bid prices include labor, materials, and all applicable subcharges, such as taxes, insurance, overhead, and profit.)

\$ \_\_\_\_\_ /mo.

B. Additional work rate for work specified in *Appendix A*, Section XI:

Straight hourly rate

\$ \_\_\_\_\_

Overtime hourly rate

\$ \_\_\_\_\_

Note: If RAFC directs the Contractor to provide any material or supplies, RAFC shall be billed at cost.

**II. Minimum Qualifications**

	Yes	No
1. Has your firm been regularly engaged in the business of providing elevator maintenance and repairs in commercial office buildings similar to those of the MetroCenter for at least five (5) years?		
2. Does your firm have at least five (5) licensed staff persons trained to maintain and repair hydraulic elevators in commercial office buildings similar to those of the MetroCenter, and does your firm have sufficient staffing to respond to emergency calls within two (2) hours?		
3. Does your firm possess a current C11, Elevator Contractor License in the State of California and do you agree to maintain the license for the duration of the Agreement?		

**III. Experience**

Please describe your firm’s experience in maintaining elevators similar to those of the MetroCenter. (Attach additional pages, if needed.)

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V.	Contractor's Signature
Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Name & Title of Authorizing Official	
Authorized Signature	

Submission of signed Proposal Form is a firm commitment to perform the work specified in *Appendix A* in accordance with this RFP. By signing above, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1*, Insurance Requirements within five (5) days of RAFC's notice to firm that it is the successful proposer.

**APPENDIX C**  
**CONTRACTOR'S REFERENCE FORM**

Name of Bidding Company

---

Representative Name & Title

---

Phone Number

---

Please provide a minimum of five (5) separate references of clients with service contracts of \$15,000 or more in the last five (5) years and have hydraulic elevators.

The following information is required for each reference given (additional sheets may be used if necessary):

**1. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**2. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**3. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**4. Client's Name**

---

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

**5. Client's Name**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Type of Work Performed

---

Contract Amount \$

---

### APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

RAFC’s Board Members include:

Steve Heminger	Grace Crunican
EzraRapport	Jeff Ordway

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RAFC Board Members in the 12 months preceding the date of the issuance of this request for qualifications?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any RAFC Board Members in the three months following the award of the contract?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude RAFC from awarding a contract to your firm. It does, however, preclude the identified Board Member(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX E, RAFC STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

### **1. DEFINITIONS**

- a. RAFC. Regional Administrative Facility Corporation, a California non-profit mutual benefit corporation whose members consist of the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Rapid Transit District (BART), and the Metropolitan Transportation Commission (MTC).
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by RAFC.
- c. Contract. The legal agreement between RAFC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by RAFC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

### **2. ACCEPTANCE OF OFFER**

This purchase order constitutes RAFC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by RAFC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of RAFC.

### **3. PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of RAFC, in accordance with the Contract.

### **4. CONTRACT PRICE**

The firm fixed price(s) set out in this purchase order include full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

### **5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by RAFC, as provided in 8a., unless approved by RAFC in writing.

### **6. PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

## 7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

## 8. TERMINATION

a. If Supplier fails to comply with any of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, RAFC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, RAFC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse RAFC for the excess cost to RAFC, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, RAFC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, RAFC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

## 9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with RAFC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

## 10. INDEMNIFICATION

Supplier shall indemnify, defend and hold harmless RAFC, MTC, BART and ABAG and their commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to RAFC, MTC, BART and ABAG at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

## 11. INSURANCE REQUIREMENT

Supplier agrees to obtain and maintain at its own expense for the duration of the Agreement the following types of insurance against claims, damages or losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-VIII or better:

- (1) Worker's Compensation Insurance, with Statutory limits, and Employer's Liability Insurance in an amount no less than \$1,000,000, each with a waiver of subrogation in favor of RAFC;
- (2) Commercial General Liability Insurance for bodily injury and property damage liability with a combined single limit of not less than \$1,000,000 per occurrence, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury for any one occurrence, and a \$2,000,000 general aggregate. RAFC, MTC, ABAG, BART and their Commissioners, directors, officers, representatives, agents and employees are to be named as Additional Insureds. Such insurance shall have a Separation of Insureds Clause and be primary so that no RAFC, MTC, ABAG, or BART insurance will be called on to contribute to a loss;

- (3) Business Automobile Liability Insurance for all automobiles Owned, Non-Owned and Hired in an amount no less than \$1,000,000 per accident;
- (4) Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements; and
- (5) Property Insurance covering Supplier's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of RAFC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of RAFC.

On any policy with a deductible or self-insured retention, payment is the sole responsibility of the Supplier.

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to RAFC prior to issuance of any payment under the Agreement by RAFC.

**WORKERS COMPENSATION INSURANCE MAY BE WAIVED, IF AND ONLY FOR AS LONG AS SUPPLIER IS A SOLE PROPRIETOR OR A CORPORATION WITH 100% OF STOCK OWNED BY OFFICERS WITH NO EMPLOYEES.**

## 12. INJURY PROTECTION

As part of the RAFC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, you may be required to provide the contracting agency with a description of your IPP and, specifically, of your methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

## 13. RESPONSIBILITY OF SUPPLIERS AND CONTRACTORS

You shall be solely responsible for any and all of the work done by your subcontractors or employees, and all orders or instruction from RAFC shall be through you to them. You shall ensure that subcontractor and employees commence their work promptly at the agreed-upon time and carry it on with due diligence; and that any and all damage caused by them is promptly repaired or corrected by them or you at not cost to RAFC. You are solely responsible for payment of subcontracts. In no event shall RAFC have any responsibility or obligation to such subcontractors.

## 14. PAYMENT

You shall submit an invoice to RAFC within thirty (30) days after completion of work. RAFC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of the work done and the amount billed. All invoices shall be made in writing and delivered or mailed to RAFC as follow:

Attention: Accounting  
Regional Administrative Facility Corporation

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

**APPENDIX E-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

<p>Yes (√)</p>	<p><b>Please certify by checking the box below that required coverages will be provided within five (5) days of RAFC 's notice to firm that it wishes to contract with the firm.</b></p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of RAFC. Such Workers Compensation &amp; Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of RAFC.</p> <p>RAFC, MTC, BART and ABAG, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by Contractor and Contractor's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering Contractor's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of RAFC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of RAFC.</p>

	<p><u>Contractors' Pollution Liability Insurance.</u> Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If Contractor disposes of Hazardous Materials under this Agreement, Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to RAFC .</p> <p>Contractor's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.</p> <p>Such policy shall contain a Waiver of Subrogation in favor of RAFC.</p> <p>RAFC, MTC, BART and ABAG, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.</p>
	<p>RAFC, MTC, BART and ABAG and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.</p> <p>All policies will be issued by insurers acceptable to RAFC, generally with a Best's Rating of A-VIII or better.</p> <p>Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to RAFC.</p> <p>Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from RAFC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that RAFC seeks coverage as an additional insured under any Contractor insurance policy that contains a deductible or self-insured retention, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Contractor, subconsultant, subcontractor, or any of their employees, officers or directors, even if Contractor or subconsultant is not a named defendant in the lawsuit.</p> <p>If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Contractor shall:</p> <ol style="list-style-type: none"><li>1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the</li></ol>

- date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
  3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Contractor’s personnel, subcontractors, and equipment have been removed from RAFC’s property, and the work or services have been formally accepted. Contractor must notify RAFC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Contractor shall deliver to RAFC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of RAFC’s notice to firm that it wishes to contract with the firm.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to RAFC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to RAFC’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**

## APPENDIX F, WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**DETERMINATION:** NC-62-X-1-2012-1

**ISSUE DATE:** February 22, 2012

**CRAFT: #ELEVATOR CONSTRUCTOR**

**EXPIRATION DATE OF DETERMINATION:** July 8, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

Portions<sup>a</sup> of Kern, San Bernardino and San Luis Obispo are detailed below.

Classification (Journey person)	Employer Payments					Straight-Time	Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension <sup>e</sup>	Vacation/ Holiday	Training	Other Hours Payments	Total Hourly Rate	Daily 1 1/2X <sup>d</sup>	Saturday 1 1/2X <sup>d</sup>	Sunday and Holiday	
Mechanic	\$57.29	11.025	11.96	3.44	0.55	0.30	8	84.565	113.210	113.210	141.855 <sup>b</sup>
Mechanic (Employed in industry more than 5 years)	57.29	11.025	11.96	4.58	0.55	0.30	8	85.705	114.350	114.350	142.995 <sup>b</sup>
Helper <sup>c</sup>	40.10	11.025	11.96	2.41	0.55	0.30	8	66.345	86.395	86.395	106.445 <sup>b</sup>
Helper (Employed in industry more than 5 years)	40.10	11.025	11.96	3.21	0.55	0.30	8	67.145	87.195	87.195	107.245 <sup>b</sup>

#Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Division of Labor Statistics and Research.

<sup>b</sup> For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

<sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Division of Labor Statistics and Research.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.