



Requests for Quotes
July 1, 2015

**Vehicle
Maintenance and Repair**

**Due Date
August 6, 2015**

**Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
(650)691-1200**

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SECTION I. ADMINISTRATIVE INFORMATION

A. Issuing Agency

The Midpeninsula Regional Open Space District (Open Space District) located at 330 Distel Circle, Los Altos, CA 94022-1404, is issuing this Request for Quote (RFQ). Telephone (650) 691-1200; Fax (650) 691-0485.

B. Scope of Work

Midpeninsula Regional Open Space District is seeking quotes for routine vehicle maintenance and repairs. Vendors must guarantee the quoted prices for the period of August 1, 2015 through July 31, 2016. The District with the consent of the vendor shall have the option for three (3) consecutive one year (1) extensions, under the same terms and conditions upon agreement of any price changes. The District reserves the right to terminate the contract at any time for reasons of violations of terms or conditions of the contract.

C. General District Information

The Midpeninsula Regional Open Space District is a California multi-county special district that owns and manages over 50,000 acres of scenic open space and recreational land. The District directly serves a population of more than 700,000 people within three counties and sixteen cities south of San Francisco and north of San Jose. The District maintains over 220 miles of trails and related facilities in 25 Open Space Preserves. The District fleet consists of (38) ¾ and 1 ton 4x4 trucks; (12) 4x4 SUV's; (5) mid-size 4x4 trucks; (5) large commercial trucks; and (15) trailers that require preventative maintenance and repairs. The fleet is housed at two field offices and our administrative office:

Skyline Field Office
21150 Skyline Blvd.
La Honda, CA
*San Mateo County, near
Intersection of Hwy 35
and Alpine Rd.*

Foothills Field Office
7400 St. Joseph Ave.
Los Altos, CA
*Santa Clara County, near
intersection of Foothill
Expressway and Hwy 85*

District Admin. Office
330 Distel Circle
Los Altos, CA

D. Inquiries

Vendors may make inquiries concerning this RFQ to ask questions or obtain clarification of requirements. All inquiries should be made to:

Michael Jurich
Support Services Supervisor
330 Distel Circle
Los Altos, CA 94022
Phone: (650) 691-1200 Email: mjurich@openspace.org

E. Selection Criteria

1. Ability of vendor to perform the specific tasks outlined in this RFQ
2. Vendor having a State of California Bureau of Automotive Repair License
3. Location of shop/repair facility in relationship to District offices
4. Quality of workmanship
5. Ability and commitment to provide priority service, including turnaround time. Standard service and repairs should be completed within 48 hours
6. Price of specified service, parts, and repairs
7. Reference calls
8. Ability to readily access and communicate with a service department (phone calls from the District requesting service or inquiring about a vehicle status shall be returned within one hour of receipt of the call).

F. Award

The contract will be awarded to the vendor(s) whose quotes are the lowest responsible quotes and best meet the selection criteria. All qualifying vendor submittals will be reviewed and scored using attached scoring matrix (see Section IV).

G. Payment

Vendors will be paid within thirty days of the invoice date.

H. Price Proposal

The vendor must provide its proposed price list for each service requested. Vendor must complete the attached Price Proposal Section III, E and return it with the proposal.

I. References

The vendor must provide a list of at least three references, preferably at least one of these should be from a governmental agency. The vendor should expect that the District will contact the references.

J. Insurance Requirements

Vendors are responsible for ensuring they are capable of meeting the District's insurance requirements, and give District copies of insurance certificates. Insurance requirements are listed on attachment (Section IV, A).

K. Term of Contract

Term of contract shall be for one year. In District's sole discretion, District may offer the option to extend for three (3) additional periods of one year each, with written confirmation of both parties.

L. Due Date

Proposals must be received at the District office by 5 p.m. August 6, 2015. The District bears no responsibility for proposals that are not received by the specific deadline; late proposals will not be accepted. Mail or hand deliver proposal package (faxed proposals are not accepted) to:

Midpeninsula Regional Open Space District
Attention: Michael Jurich
330 Distel Circle
Los Altos, CA 94022-1404

M. Instructions to Bidders

The proposer shall include the following information and documents with the RFQ package that is returned to the District.

1. Section III, B. Shop Operations A - R
2. Section III, C. Technical Specifications 1 - 4
3. Section III, D. Technical Staff
4. Section III, E. Price Proposals
5. Section IV, Certificate of Insurance

A PDF editable version of #3 Technical Staff and #4 Price Proposal forms are available for download on the Districts website (<http://www.openspace.org/about-us/district-administration/bids>) or contact Michael Jurich (mjurich@openspace.org) to be emailed copies.

N. Rejection of Proposals

The District reserves the right to reject any or all proposals, to waive informalities and irregularities in the proposals received, and to accept any portion of any proposal, or all items proposed, if deemed to be in the best interest of the District to do so. The District will reject bids from any contractor for whom there is documented evidence of project delays, cost overruns, and /or documented inability to meet project performance requirements.

O. Notice of Award; Protest Procedure

The District Representative will notify bidders in advance of staff's recommendation regarding award of the contract. Staff's recommendation will be considered at a meeting of the District's Board of Directors. A bidder who intends to protest the award must submit a written protest to the District Representative within five (5) working days after the District's issuance of the notification of staff's recommendation to award.

The protest must explain the basis for the protest, including reference to specific facts, portions of the bid or contract documents, or reference to specific statutes, that form the basis for the protest. The protest must be signed by the party filing the protest. Failure to give written notice by Close of Business on the fifth working day following staff's issuance of the award notification shall waive the right to protest. The protest may be withdrawn at any time while under consideration by the District.

The District Representative will notify the recommended awardee of the protest and afford the opportunity to submit a response to the written protest. The District is not required to hold an administrative hearing to consider a bid protest, but may do so at the sole option of the Assistant General Manager, or if otherwise legally required. The AGM or his/her designee shall consider the merits of any timely protests and make a final determination thereon.

P. PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION

The District recognizes that proposers will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFP process. All proposals, strategies, supporting information, rate schedules and other information and documents are presumptively public records under the California Public Records Act (Gov't Code section 6250 et seq.), subject to prompt disclosure upon request by any member of the public.

The District is not soliciting, does not wish to receive, and will not treat any information received under this proposal as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the proposal, proposers must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the proposer by the District or destroyed and may not be considered in the review of proposals if the claim does not appear justified or would inhibit the public purposes of the project proposed.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to advise the proposer of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the proposer an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. **By submitting any confidential or proprietary information to the District, the proposer agrees to hold harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorneys fees,** incurred by the District or awarded to a Public Records Act requester relating to a request for release of proposer's data should the proposer ask the information to be handled as proprietary or confidential.

SECTION II. TECHNICAL SPECIFICATIONS

A. Introduction

The Midpeninsula Regional Open Space District (District) is soliciting proposals to establish a vehicle service contract for an active fleet of 60 vehicles located at our three facilities.

Vehicles are assigned to specific areas based on needs, efficiency, and other considerations as determined. The profile of vehicles by year, make, and mileage may change as needs and work requirements change.

Contractor(s) must have the ability to work collaboratively with District staff to meet the following key components of our vehicle maintenance program.

- Comprehensive and preventative maintenance schedule
- Full utilization of standard warranty coverage
- Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and down time
- Courteous quality service while providing the District with mechanically sound, safe, and reliable vehicles

B. Scope of Work and Stated Deliverables

Successful proposers shall demonstrate the ability to provide routing preventative maintenance (PM) and repair service for the District fleet. Contractors shall perform routine repair service that includes, but not limited to, oil change & lube; tire rotation; work on brakes; suspension; heat/air conditioning systems; electrical systems; minor engine repair; and other repairs normal and customary for maintenance of a commercial fleet.

C. Service Facility Locations

Only fixed locations will be considered for contract award. Evaluation of the service locations will include hours of operation; consideration of travel time to facility from District offices; and the ease of access to the facility.

D. Preventative Maintenance Service

A preventative maintenance checklist (Section IV, C) will be followed for every vehicle serviced. The technician should include observations and explanations for any further needed repairs.

5000 mile or 6 month service (or as specified by manufacturer for vehicles under warranty), oil change, lube, and safety inspection of the following PM items 1 – 27

1. Inspect the exterior of vehicle for damage, check windows/mirrors for cracks or dings, and check that license plates are secured on front and rear.

2. Check operation of all directions signals and lights, including exterior and interior lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defrost and air conditioning.
5. Check operation of safety equipment: seat belts and horn.
6. Check operation of parking brake, adjust if necessary.
7. Check operation and lube hood latch and door locks.
8. Check operation of transmission and fluid level, fill with the specified transmission fluid per manufacturer recommendation as needed.
9. Inspect wiper blades and wiper arms, replace wiper blades if worn. Fill the window wash reservoir as needed.
10. Check steering operation and power steering fluid, fill as needed.
11. Visually check for coolant leaks in the radiator or hoses, check coolant level and fill as needed.
12. Check battery water level (if not "maintenance free") and fill as needed, remove and clean battery cables/terminals.
13. Check condition of engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean/replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and fluid level, fill with the specified brake fluid per manufacturer recommendation as needed. Visually inspect/clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear and replace if less than 3 mm remains on brake pads.
18. Drain and replace engine oil and oil filter.
19. Inspect tire wear, tread depth, air pressure and fill if needed, and rotate tires.
20. Inspect condition of wheels, lug nuts, and studs. After completing tire rotation torque the wheels to the manufacturer's recommendation.
21. Check differential fluid, fill with the specified fluid per manufacturer's recommendation as needed.
22. Inspect condition of drive line and U-joints, lube as required.
23. Check exhaust system for leaks.
24. Lubricate and give the suspension system "look and shake" inspections, visually inspect shocks/struts for leaks.
25. Visually check condition of frame and cross members.
26. Check transfer case fluid level; fill with the specified fluid per manufacturer's recommendation as needed.
27. Attach a sticker next to the odometer that indicates when next service is due (adding 5,000 miles/6 months, or specified by owner's manual if under warranty).

30,000 mile service

All items listed in the 5,000 mile/6 month PM service items (1-27); in addition the following items will be completed (28-35).

28. Perform a pressure check of the coolant system for leaks.
29. Change air and fuel filters.
30. Perform a complete system check including the ignition/timing, charging voltage; charging amperage; and cranking amperage.
31. Drain the transmission fluid and replace filter, adjust the transmission bands and replace pan gasket. Fill with the specified transmission fluid per manufacturer recommendation. Road test should be performed to ensure fluid is circulating and bands are adjusted properly so vehicle operates smoothly.
32. Replace all spark plugs and wires, distributor cap and rotor (if applicable), and PVC valve with new OEM or better quality parts.
33. Drain coolant system and back flush system, and replace with new coolant.
34. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
35. A road test shall be performed for each preventative service completed for diagnosing problems, checking effectiveness of repairs, and testing overall operation of the vehicle.

E. Unscheduled Repair Service

As a result of the PM service the contractor may make recommendations for further repair service. Contractor shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The contractor shall obtain prior authorization before completing any further repair work that is identified as a result of PM service. Appropriate District contact information will be provided upon award of contract.

The required turnaround time for PM service plus routine repair services done as a result of the PM inspection shall not exceed two (2) business days. Unless contractor has notified District contact and advise of delay and anticipated completion time.

F. "Tag Out" of vehicle

If during any PM or unscheduled repair service the contractor observes an issue or defect that could compromise safe operation of the vehicle, the contractor will "tag out" the vehicle "do not operate" and advise District contact of the situation.

SECTION III. PROPOSAL QUESTIONS

A. General

This section contains the proposal questions. Proposers shall address the questions in the order presented; responses must be identified by section and number, to correspond with the RFQ questions. Proposals need to be specific, detailed and straightforward, using clear, concise, easily understood language. Proposal must be typed; no handwritten responses will be accepted.

The answers to questions in this section will be evaluated and scored to determine the contractor’s ability to provide quality service at fair and reasonable prices, while maintaining high standards of customer satisfaction.

Proposers are encouraged to make any comment and/or attach any information that may assist in evaluating their ability to perform this contract.

B. Shop Operations

- A. Business name and address
- B. Telephone (landline and cell)
- C. Fax
- D. Email
- E. Shop owner’ name
- F. Shop manager’ name
- G. Number of employees
- H. Number of years in business
- I. Describe how your shop will provide secured parking for District vehicles left overnight
- J. How many years has the shop been under current ownership
- K. How many years has the shop been at current location
- L. Briefly describe the managers’ experience, including history and experience with this firm and current staff at the shop
- M. Briefly describe experience and training shop mechanics have
- N. Describe the experience your shop has providing fleet and government service
- O. Define “quality service” as it pertains to your business, and explain process that are in place to ensure it.
- P. Describe after hours drop off/pick up method.
- Q. List hours of operation as follows:

Hours	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Shop Hours							
Self service pick up or drop off hours							

R. Use the following format to list three account references (preferably one being a government agency reference).

Reference 1

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Primary Use of Fleet: _____

Type of Vehicles: _____

Reference 2

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Primary Use of Fleet: _____

Type of Vehicles: _____

Reference 3

Name of Company/Organization: _____

Address: _____

Contact Person: _____

Phone Number: _____

Primary Use of Fleet: _____

Type of Vehicles: _____

C. Technical Specifications

1. How will you meet required turnaround time for PM's and service repair?
2. Describe how you ensure that diagnostic and repair recommendations are necessary?
3. To you use OEM or aftermarket parts for repairs?
4. Please complete the attached staffing chart form for each mechanic employed in your shop.
 - If an employee has both mechanical and administrative responsibilities, indicate only mechanical hours.
 - Please list type of technical certification by codes and years of experience.
 - Mechanic/Technician certification coding:
 - J = Journey Level
 - ASE = ASE Certification
 - OJT = Job Experience
 - AP = Apprentice
 - C = State Certified

D. Technical Staff

Complete this form using instructions on page 10 (see example of completed chart page 12)

Proposers Name: _____

	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: _____										
Certification Type										
Years of Experience										
Time with shop: Years: _____ Months: _____ Work Schedule: Days _____ Hours: _____										
	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: _____										
Certification Type										
Years of Experience										
Time with shop: Years: _____ Months: _____ Work Schedule: Days _____ Hours: _____										
	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: _____										
Certification Type										
Years of Experience										
Time with shop: Years: _____ Months: _____ Work Schedule: Days _____ Hours: _____										

Proposers Name: Example Automotive

	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: <u>John Aerostar/Shop Supervisor</u>										
Certification Type	J	J	J	J	J	J	J	J	C	
Years of Experience	17	17	17	17	17	20	16	10	5	
Time with shop: Years: <u>18</u> Months: <u>5</u> Work Schedule: Days <u>Mon - Fri</u> Hours: <u>8:00 – 4:30</u>										
	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: <u>Beverly Bentley/Mechanic</u>										
Certification Type	ASE	ASE	ASE	ASE	ASE	ASE	C	ASE	C	
Years of Experience	10	10	10	10	10	10	7	50	5	
Time with shop: Years: <u>5</u> Months: <u>3</u> Work Schedule: Days <u>Mon - Fri</u> Hours: <u>7:30 – 3:30</u>										
	Engine Repair	Transmission	Steering & Suspension	Brakes	Electrical System	Heating / AC	Federal A/C Recovery	Wheel & Tire	State Emissions Certified	Comments
Employee Name & Job Title: _____										
Certification Type										
Years of Experience										
Time with shop: Years: _____ Months: _____ Work Schedule: Days _____ Hours: _____										

E. Price Quote Proposals (RFQ)

Vehicle maintenance and repair service pricing shall include all costs for the services described. All overhead costs, including but not limited to shop supplies, hazardous materials, and disposal fees shall be included in the labor rate. Prices shall remain in effect for the term of the contract.

Labor Rate / Hour		
Preventative Maintenance 5,000 Mile Service: To include inspection of checklist items #1 – 27 (section II)		
¾ or 1 ton 4x4 Truck / Sports Utility Vehicle	Labor Hours	
	Labor Cost	
	Parts Cost	
	Total Cost	
Mid Size Commercial Vehicle i.e. Ford F350 4x4 Truck	Labor Hours	
	Labor Cost	
	Parts Cost	
	Total Cost	
Preventative Maintenance 30,000 Mile Service: To include inspection of checklist items #1 – 36 (section II)		
¾ or 1 ton 4x4 Truck / Sports Utility Vehicle	Labor Hours	
	Labor Cost	
	Parts Cost	
	Total Cost	
Mid Size Commercial Vehicle i.e. Ford F350 4x4 Truck	Labor Hours	
	Labor Cost	
	Parts Cost	
	Total Cost	
All Other Work as Requested		
	Labor Hours	
	Labor Cost	
	Parts Cost	
	Total Cost	

SECTION IV: Attachments

- A. Sample Agreement
- B. Insurance Requirements
- C. Vehicle Standard Service Checklist
- D. Sample Scoring Matrix



Midpeninsula Regional
Open Space District

MAINTENANCE AGREEMENT CONTRACT INFORMATION SHEET

1. Name of Project: [Click here to enter text.](#)
2. Project Description: [Click here to enter text.](#)
3. Working Days to Complete: [Click here to enter text.](#)
4. License(s): [Click here to enter text.](#)
5. District Representative: [Click here to enter text.](#)

Project: [Click here to enter text](#)

[Click here to enter text](#) **Open Space Preserve**

[Click here to enter text](#) **County, California**

Date: [Click here to enter text](#)

MAINTENANCE AGREEMENT

1. **Project Name:** [Click here to enter text.](#)

2. **Parties.**

District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
(650) 691-1200
(650) 691-0485 (facsimile)

Contractor: [Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

3. **Scope of Work.**

Contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth herein (the “Work”):

[Click here to enter text.](#)

4. **Contract Price:**

District agrees to pay Contractor, as full compensation for the Work, the sum of [\\$Click here to enter text.](#) Partial payment shall not constitute final Acceptance of any Work or relieve Contractor of any obligations hereunder.

5. **Term.**

The Term of this Agreement shall commence on the execution hereof by District and shall end [\[ENTER DATE\]](#) except if the Agreement is earlier terminated as provided for herein. District at its sole discretion may elect to extend this Agreement for up to two additional years (or two additional cycles of regular maintenance) prior to the expiration of the term of this Agreement. In the event that District elects to renew, it shall provide written notice of its intent to extend. Upon receipt of notification of District’s intent to extend this Agreement, Contractor shall promptly notify District of any changes to pricing as set forth herein, which shall not exceed 2 percent per year.

6. **Beginning and Completion of Work.**

Time is of the essence to this Agreement. Contractor shall provide District Representative with evidence of all required certificates and licenses within fourteen (14) calendar days of the commencement of the Term of this Agreement. Contractor agrees that the Work shall be fully completed to District Representative’s satisfaction within [Click here to enter text.](#) working days from the date of issuance of a written Notice to Proceed. Contractor shall not start any work until such Notice is issued. Working days shall mean every day except Saturday, Sunday, and District recognized holidays.

If the Contractor fails to complete the work within the specified time plus any extensions thereof, the Contractor shall become liable to the District, as liquidated damages, the sum of \$250.00 for each calendar day beyond the time specified above, the actual damage incurred being difficult to calculate and the parties hereby agree that this is a fair and reasonable approximation.

7. Insurance.

A. General Insurance Requirements.

- (a) Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.
- (b) Contractor shall, within fourteen (14) calendar days of the commencement of the Term hereof, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days following the commencement of the Term hereof.
- (c) The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District.
- (d) All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

B. Specific Insurance Requirements.

- (a) *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Contractor has executed the Labor Code §1861 Certificate, attached hereto and incorporated herein.
- (b) *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage with limits no less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate for all covered losses.
- (c) *Business Automobile Liability* insurance with coverage evidencing "any auto" and with limits of no less than **\$1,000,000.00** per occurrence.

- C. Subcontractor(s) Insurance Requirements. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

8. Change Orders.

The District reserves the right to require alterations, additions to and/or deletions from the work. If the District Representative determines that a change ordered by the District causes an increase or decrease in the Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. The Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written directive from the District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse the Contractor from proceeding with the work as changed.

9. Indemnification.

- A. Contractor agrees to indemnify, hold harmless, defend and protect the District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of the Contractor both on and off the project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of the District and such obligation shall survive the termination of this Agreement as to any matter arising from Contractor's performance of the Work.
- B. In the event a claim is made against the District, its officers, directors, agents and/or employees or they and/or the District is named a co-defendant in any action concerning the Contract, the Contractor shall immediately notify the District. The District may retain legal counsel at the Contractor's sole expense and the Contractor shall reimburse the District for all legal expenses, including reasonable attorney's fees, expended in representing the District.
- C. In the event that an apportionment of liability between the District and the Contractor is made by the judge in a court of competent jurisdiction, neither the District nor the Contractor shall request that apportionment of liability be determined by a jury. The Contractor shall be responsible to indemnify and hold harmless the District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of the District.
- D. The Contractor hereby waives all claims and recourse against the District, including the right of contribution for loss or damage to property, and hereby releases the District from any liability related to or in any way connected to the Contractor's activities or the Contractor's use of the project site, premises or facilities.
- E. The Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, employees, agents, officers) from any and all injuries, death or damages.

10. Licensing.

Under California Business and Professions Code §7000 through § 7145, commonly known as the “Contractor’s License Law”, Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The License required for this Agreement is [Click here to enter text.](#)

11. Prevailing Wages.

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this Agreement. Copies of the prevailing wages are available on line at www.dir.ca.gov/dlsr.

12. Equal Employment and Affirmative Action.

Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the term of this Agreement.

13. Examination of Site and Contract Documents.

This Agreement including attachments is the entire contract between the parties, represents the entire integrated agreement between them and supersedes all prior negotiations, representations and agreements, whether written or oral. By signing this Agreement, Contractor acknowledges having examined the work site, determined any site variations that affect the bid, and investigated the conditions of existing clearance, restrictions or limitations that affect access to the work. Contractor’s failure to do any of the above shall not become a basis for a claim to additional monies or for an extension of time for performance hereunder.

14. Environmental Protection; Erosion Control.

Where applicable, the Contractor shall exercise every precaution to protect streams and bodies of water from pollution by fuels, oils, salts or other hazardous materials. Construction workers shall be instructed not to disturb or feed wildlife

15. Protection of Work and Property

Contractor shall protect from damage or loss the Work and any existing District or other private or public improvements or properties, including but not limited to vegetation, pathways, roadways, structures and utilities not designated for removal. When Contractor is working in or around existing vegetation, Contractor shall provide protective devices and take all reasonable measure to preserve vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or cause damage to root systems. Contractor shall make good any such damage or loss to the satisfaction of the District Representative or owner, at no cost to the District.

16. Safety and Public Convenience.

Contractor shall be responsible for initiating, maintaining and supervising suitable safety precautions and programs. All Work shall conform to the requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. Contractor alone shall be responsible for responding to and final satisfaction of any and all claims of personal injury or property damage, and for the violation of any safety or health laws, statues, ordinances or regulations. Contractor shall at all times ensure the least possible obstruction to traffic and other inconvenience to the general public.

17. Project Cleanliness.

Contractor shall keep the project and surrounding area free from accumulations of waste material and rubbish generated by the Work or by employees and subcontractors. Contractor shall remove daily all rubbish, tools, equipment and surplus materials leaving the work "broom clean" at the completion of each day, unless a different nature of cleanup or repair is specified elsewhere in this Agreement. In case of dispute between the Contractor and any other contractors as to the responsibility for removal of rubbish, District may remove the disputed materials and charge the cost, or portions thereof, to the Contractor or to such other contractor or contractors as the District Representative determines to be fair and reasonable.

18. Fire Hazards and Prevention.

Contractor shall be responsible for any fire ignited by the Contractor, employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames shall be permitted. Contractor shall take all necessary precautions to guard against and eliminate fire hazards that could cause damage to the Work, building materials, equipment, whether public or private property, including grassland, brush and trees. Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

19. Final Inspection and Acceptance of Work; Punch List.

When the Work is complete, Contractor shall request District Representative to make a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of such request. If District determines that the Work has been completed and is acceptable, the District Representative shall formally accept the work in writing. If the District determines that the Work is not complete or is unacceptable, Contractor shall be notified in writing of the deficiencies and Contractor shall again initiate the procedure for final inspection after such deficiencies are corrected.

20. Termination: Either party may terminate this Agreement with or without cause by providing 14 days notice in writing to the other party. The District may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. If the District elects to terminate the Agreement, it shall pay Contractor for services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of any costs the District incurred as a result of any breach of the Agreement.

Contractor: _____
Name and Title (please type or print)

Signature

Date

Federal Employer I.D. Number

License Number

Expiration Date

Fully executed at Los Altos, California

Midpeninsula Regional Open Space District, by: _____

District Representative

Telephone: _____

Date : _____

Agreement approved as to form:

Attest:

Sheryl Schaffner
General Counsel

Jennifer Woodworth
District Clerk



Attention Contractors: Please provide the District with a Certificate of Insurance

Insurance Required:

Coverage Type	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Business Automobile Liability (if Permittee vehicles will be used on District land)	\$1,000,000 per occurrence, with coverage evidencing "any auto"
Workers' Compensation (Statutory)	\$1,000,000

Other Requirements	Description
Additional Insured Endorsement (General and Auto, if required)	District must be named an additional insured on the standard industry form (ACORD form) and on an endorsement form using the following language: "Midpeninsula Regional Open Space District, its officers, agents and employees are included as additional insured on all policies except Workers' Compensation" Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis.
For Construction Contracts \$25,000 or more: Performance Bond, and Labor & Materials Payment Bond	P&L&M Bonds must be in the amount of the contract
NAIC Numbers	Insurers Affording Coverage should include the Insurer's NAIC numbers on the ACORD form.
Notice of Cancellation or Non-Renewal	Contractor agrees to oblige its insurance agent or broker and insurers to provide District with at least thirty days notice of cancellation (except for non-payment for which a ten day notice is required) or nonrenewal of coverage for each required coverage.

Certificates can be faxed to the attention of
Sue Voiss, Lega/Risk Management
FAX: 650-691-0485



Midpeninsula Regional Open Space District

Standard Service Every 5,000 Miles or 6 Months

(Vehicles under warranty should be serviced at intervals recommended in the owner's manual)

Truck #: _____

Date: _____

Mileage: _____

Work Completed by: Vendor _____ Mechanic _____

- 1. Oil Change _____
- 2. Oil Filter _____
- 3. Lubrication _____
- 4. Brake Inspection _____ Percent Pad: Front _____ Rear: _____

5. Check List:

- a. _____ Brake fluid level
- b. _____ Transmission fluid level
- c. _____ Power steering fluid level
- d. _____ Radiator fluid level
- e. _____ Battery fluid level and condition
- f. _____ V-belt condition
- g. _____ Radiator and heater hose condition
- h. _____ Gas filter condition
- i. _____ Air filter condition
- j. _____ PCV valve condition
- k. _____ Tire pressure: Front: _____ Rear: _____
- l. _____ Rotate tires
- m. _____ Front axle fluid level
- n. _____ Transfer case fluid level
- o. _____ Rear axle fluid level
- p. _____ Exhaust system

Comments / Additional Problems:

Driver:

Mechanic:

VEHICLE MAINTENANCE AND REPAIR SCORING SHEET

Proposer Name: _____

Scored By: _____

Please rate RFQ proposal using the following scoring matrix:

1. Excellent	2. Very Good	3. Good	4. Average	5. Poor
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	Scoring Criteria	Score	Comments
1	Ability of proposer to perform specific tasks outlined in Request for Quotes.		
2	Proposer having current State of California Bureau of Automotive Repair license.		
3	Location of repair facility in relation to District offices.		
4	Proposers "quality of work" standard		
5	Ability of proposer to give priority and reliable service in a timely manner.		
6	Proposers stated ability to communicate with District staff		
7	Proposer/employee's training; knowledge; and experience		
8			
9			
<i>Mobile Mechanic Only</i>			
11	Proposers experience inspecting & repairing commercial vehicles		
12	Proposer/employee's possessing Commercial Drivers License		

References

	Name	Score	Comments
1			
2			
3			

	Price Proposal	Total Costs
1	Preventative Maintenance ¾ or 1 ton pick up or SUV – 5K Service	
2	Preventative Maintenance ¾ or 1 ton pick up or SUV – 30K Service	
3	Other Work as Requested	
<i>Mobile Mechanic Only</i>		
4	BIT Inspection of Commercial Vehicles	