

REQUEST FOR PROPOSALS

FOR

HVAC Preventive Maintenance & Repairs Services at City Facilities



Due Date: January 31, 2019

Due Time: 5:00pm

**City of Bell Gardens
Public Works Department**

December 26, 2018

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**CITY OF BELL GARDENS
REQUEST FOR PROPOSALS
FOR
HVAC Repairs & Preventive Maintenance Services at City Facilities**

SECTION A: INSTRUCTIONS TO PROPOSERS

INTRODUCTION

The City of Bell Gardens is seeking a professional firm to provide a high-level heating-ventilation-air conditioning HVAC preventive maintenance and repairs for a wide variety of City Facilities for the period of three years with the option to renew for an additional two years (five in total). The work will include the provision of a total maintenance/management program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for City employees and the public. The contracting firm will provide the strictest professional standards at a reasonable cost.

The City may utilize the services of appropriate experts to assist in the evaluation of proposals.

INVITATION

Proposers are asked to submit qualifications and a proposal to provide the services indicated above. The contracting firm will provide all personnel, equipment, and materials necessary to perform the work.

The City proposes to compensate the successful contractor based on fixed price and not to exceed an annual maximum cost. Please complete HVAC price sheet. Please note two price sheets must be completed, one for general maintenance and an additional one for emergency maintenance/repairs.

PROPOSAL SUBMITTAL

Submit one (1) original proposal and (3) copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

Complete written proposal must be submitted in sealed envelopes marked and received no later than January 31, 2019 at 5:00pm to the address below. Proposals will not accepted after this deadline. Faxed or e-mailed proposals will not be accepted. Proposals must be marked *Proposal for HVAC Repairs and Preventive Maintenance Services at City Facilities*

City of Bell Gardens
City Clerk's Office
7100 Garfield Avenue
Bell Gardens, CA 90201

TIMELINE

This Request for Proposal will be governed by the following schedule:

Release of RFP	Date: December 26, 2018
Pre-proposal Meeting/Public Works	Date: January 16, 2019
Deadline for Written Questions	Date: January 7, 2019
Responses to Questions Posted on Web	Date: January 23, 2019
Proposals are Due	Date: January 31, 2019

Proposals Evaluation Completed	Date: TBD
Oral Interviews (option: most qualified)	Date: TBD
Approval of Contract	Date: TBD

A **Mandatory Pre-Proposal Conference** will be held on (**January 16, 2019**), at 2:00pm. at the Public Works Department located at 8327 South Garfield Avenue, Bell Gardens, CA (“Public Works Office”).

Proposals will be accepted until the hour of (**5:00 p.m., (January 31, 2019)**). Please deliver (via hand delivery, mail or courier) your Proposal in two envelopes to the City Clerk’s Office:

City Clerk’s Office
7100 Garfield Ave,
Bell Gardens, CA 90201

PROPOSAL FORMAT

Interested Contractors are to provide the City of Bell Gardens with a thorough proposal using the following guidelines:

1. **Cover Letter:** A cover letter, not to exceed 2 (number of pages) pages in length, should summarize key elements of the proposal. An individual authorized to bind the firm must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Contractor’s office located nearest to Bell Gardens, California and from the office from which the project will be managed.
2. **Personnel Qualifications:** The names of the persons who will be primarily responsible for the work. This section should demonstrate that the firm is adequately staffed with qualified personnel as described in the specifications.
3. **Work Statement:** The contractor will present a statement of the contractor's understanding of the work to be done, a description of the methods and techniques to be used by the contractor to achieve the objectives of the contract, and a positive statement of commitment to perform.
4. **Corporate Capability:** This section shall contain a summary of relevant information to ensure that the contractor has the resources in terms of equipment and staffing to perform the work in a timely and professional manner.

Provide a brief profile of the firm, including the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), number, size and location of offices, employees, and a general description of the firm's financial condition. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the offeror’s ability to complete the project.

5. **References:** This section should provide a list of all current large accounts by name and address, telephone number, and length of service.
6. **Acceptance of Conditions:** This section will be a statement offering the proposer's acceptance of all conditions listed in the Request for Proposals (RFP) document. Any exception on the Contractor’s behalf must be stated in the proposal in this section.
7. **Authorized Agents:** This section will contain the name(s) of the person(s) who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

8. **Quality Control Plan:** Contractor must obtain a Quality Control Plan at the time of proposal submission. The Quality Control Plan shall provide contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

9. **Bid Bond or Bid Security**

10. **Required forms**

- a. Bidder's Security
- b. Contractor's Classification
- c. Designation of Subcontractors
- d. Rejection of Bid for prior disqualifications, removals, or otherwise prevented from bidding because of violation of the law or a safety regulation.
- e. Non-Collusion Affidavit
- f. Schedule of Unit Prices

11. **Additional Data:** This section may contain material not specifically requested for the evaluation, but which the proposer wishes to submit. This may include:

- a. Sales Brochures
- b. Pictures
- c. General Narrative
- d. Additional Services the contractor may wish to provide.

WRITTEN QUESTIONS

All inquiries regarding this RFP must be requested in writing and directed to Veronica Sanchez and Simona Ramirez, no later than the date noted above. There will be no verbal explanations provided. Any written information given to a Proposer concerning the RFP or the terms contained herein shall be provided to all Proposers.

All inquiries should be addressed to and emailed as follows:

**To: Veronica Sanchez, vsanchez@bellgardens.org
Simona Ramirez, sramirez@agi.com.co**

PROJECT SCHEDULE

The City anticipates that services contemplated herein subject to funding, shall include all services described herein and shall commence on March 2019 (Date) and continue thereafter up to and including five years ("Initial Term"). The City shall have the right, but not the obligation, to extend the Initial Term for five (number of years) years, which shall be exercisable by the City in its sole and absolute discretion.

SECTION B: PROPOSAL SUBMISSION AND EVALUATION OF PROPOSALS

PROPOSAL REQUIREMENTS

To be considered, Proposals shall be completely responsive to the information requested herein. In addition, Proposals shall include:

- A. List of comparable services for other municipalities provided by your Company, including the names, location/address of clients, contract value, and size of service area and name of project manager responsible for the contract.
- B. Organization and credentials of the Company. This will include a synopsis of the Company's past experience and qualifications.
- C. Description of your Company's understanding of the service operation, project tasks and approaches to accomplish them.
- D. The proposed "Project Organizational Chart".
- E. A detailed description of your method in forecasting person-hours required.
- F. Overhead, specifically as dollars per person-hour or as a percentage of direct salaries.
- G. Fee Proposal. The fees proposed to provide the services described herein shall contain the following information:
 - 1. Cost of all work items listed in the "Scope of Contractor's Services" over a 5 (number of years) year period.
 - 2. A grand total "not to exceed" amount for HVAC repair and maintenance services over a five (5) year period. All prices and amounts should include all applicable federal, state, and local taxes.
 - 3. Fees Rate Schedule for additional services (i.e. emergency maintenance/repairs). Please distinguish all levels of staff.
- H. Safety and Security Program Procedures
- I. All required Attachments, including Income Statements
- J. Any other information you deem relevant.

SELECTION METHODOLOGY AND PROCEDURE

The Public Works Department will make its final selection on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required herein, as well as on overall competitiveness. The method of selection will entail a complete and detailed review of Proposals submitted by interested Companies. Proposals will be evaluated to determine the most qualified Companies to provide HVAC repair and maintenance in City Facilities. The evaluation will be based on the following criteria point system:

	CRITERIA	MAXIMUM POINTS
1.	Completeness and responsiveness of the proposal to the RFP requirements and specifications	15
2.	Experience with similar scope and complexity	25
3.	Qualifications of management and staff being assigned to service the contract	25
4.	Interviews	10
5.	Ability to perform high quality work in delivery of the agreed service (s), includes reference responses	15

6.	Cost of proposed services	10
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The top three (3) Companies selected, based on the described point system evaluation, may, at the City's discretion, be further invited for an interview and presentation of its Proposal. The representative(s) attending this meeting shall include the Project Manager your Company proposes to oversee HVAC repair & maintenance services within the City. The selected Company will be asked to execute an Agreement with the City, subject to City Council authorization and approval.

SCOPE OF WORK SUMMARY

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

SPECIFIC SERVICES

Annual Maintenance

Proposer will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance.

HVAC Air Filter Changing Service

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for approval by the City Representative to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.

Evaporator Coil and Cleaning

Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is

mutually agreeable between the proposer and the City Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

Operating Inspection

Proposer will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Operating Inspection – Heating

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Operating Inspection – Cooling

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Rooftop Packaged Units

1. Filters changed quarterly on a minimum basis or as required.
2. Preventative maintenance service to be performed quarterly.
3. Lock out and tag out equipment as required.
4. Check all electrical wiring, connections. Tighten as required.
5. Check all motor starter contactor surfaces for wear.
6. Clean electrical control enclosures.
7. Lubricate air handling unit motor bearings and fan bearings, if applicable.
8. Check air handling unit belts for wear.
9. Check belt tension and sheave alignment.
10. Change belt and change as required.
11. Check condition of evaporator coils. Chemically clean as required.
12. Check and clean condensate drains, drain line and pan annually.
13. Inspect air handling unit fan assembly.
14. Lubricate condenser motors as required.
15. Chemically clean condenser coil and fan blades annually.
16. Check structural integrity of unit.

17. Check all mounting hardware, tighten as needed.
18. Check and calibrate controls.

Exhaust Fans

1. Preventative Maintenance.
2. Lock out tag out equipment as required.
3. Check all electrical wiring and connections and tighten.
4. Check all motor starter contactor surfaces for wear.
5. Clean starter and electrical control enclosures.
6. Lubricate motor bearings and fan bearings.
7. Check exhaust fan belts for wear, replace as required.
8. Check belt tension and sheave alignment. Adjust as required.
9. Inspect exhaust fan unit assembly.
10. Check all mounting hardware. Tighten as required.

Package, Gas Heat Electric Cool

1. Preventive maintenance.
2. Change filter quarterly on a minimum basis. Increase as necessary.
3. Check unit voltage and record.
4. Lubricate motors as required.
5. Check and adjust burners for proper flames.
6. Check for proper combustion and flue gas relief.
7. Record discharge temperature, heating and cooling modes.
8. Record return air temperature.
9. Check and adjust operating and safety controls.

Air Handler

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check starter contacts for excessive wear.
4. Tighten all starter wire connections.
5. Check belts, adjust or replace as needed.
6. Check belt tension and sheave alignment. Adjust as required.
7. Meg-Ohm motor and record annually.
8. Check fan motors amps.
9. Clean and lubricate unit motor bearings and fan bearings.
10. Check operation of economy dampers.
11. Lubricate all dampers and linkages as necessary.
12. Check operation of static vane (if applicable).
13. Visually check all coils for leaks (annually).
14. Check and record all coil delta T (annually).
15. Inspect all mounting hardware, tighten as needed.

City Facilities, AC Units and Locations

Below are the AC Units to be services at each of their specific locations within the City of Bell Gardens Municipal Facilities. The services mentioned above should be implemented at these locations in order to maintain the AC Units at a good condition.

HVAC SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

City Facility	Unit Number	Unit Location	
City Hall	AC1	Chamber Conference Location	
	AC5	City Manager Office	
	AC3	City Hall Lobby	
	AC4	Council Conference Lobby	
	AC5	City Clerk Office	
	AC6	Council Office Lobby	
	AC10	EOC Conference Room	
	AC11	Finance Hall	
	AC13	Comm Dev Office	
	AC14	Finance Hall	
	AC15	Finance Office	
	AC16	Comm Dev Office	
	AC17	Council Chamber Room	
Ford Park			
	AC1 Reception	Reception Office	
	AC2 Dir Office	Hallway	
	Golf Clubhouse	Golf Course Clubhouse	
	Golf Clubhouse	Golf Course Clubhouse	
	Concession Stand	Concession Stand Kitchen	
Police Department			
	AC1 Police Department	Z1 Lobby	
	AC2 Police Department	Z2 Training/Recruitment	
	AC3 Police Department	Z3 Chief of Staff	
	AC4 Police Department	Z4 G.I.U	
	AC5 Police Department	Z5 Chief of Police	

	AC12 Special Investigations	PD-Special Investigations	
	AC9 Police Jail Office	PD-Police Jail Office	
	AC10 Police Mens Locker	PD-Police Mens Locker	
	AC2 Break Room	PD-Breakf Room	
	AC12 Dispatch	PD-Dispatch	
	Thermostat 7	PD-Server Room	
	Thermostat 8	PD-Server Room	
	Thermostat 9	PD-Server Room	
Public Works			
	AC46 Facility Sup Office	Facility Supervisors Office	
	AC47 Locker Room	Locker Room	
	AC48 Break Room	Break Room	
	AC51 Transportation Office	Transportation Office	
	AC50 Supervisors Office	Supervisors Office	
	AC49 Reception/Lobby	Reception/Lobby	
Resource Center			
	AC4 1 st Fl. Office Hall	1 st FL.-HSA Hallway	
	AC6 Rm103 Job Ref	1 st Fl. – HAS Room 101	
	AC9 – Private Office	Private Office	
	AC1 HAS Conference Room	2 nd Fl. – HSA Conference Room	
	AC2 Creative Kids	1 st FL. – Room 101	
	AC3 Rm200 Senior Services – 2 nd Fl.	Rm200 Senior Services	
	AC5 Rm200 Office	2 nd Fl. – Rm200	
	AC7 Human Services Office	2 nd Fl. – Social Worker Office	
	AC8 Human Services Cubicles	2 nd Fl. – Health Education Office	
	AC9 Private Office/Server Room	Private Office/Server Room	
Senior Center			
	AC1 Cafeteria	MPR	

	AC2 Meeting Room	Workroom	
	AC3 Weight Room	Weight Room	
	AC4 Kitchen Office	Kitchen	
	AC5 Front Office	Front Office	
Veterans Park			
	AH25/CU24 Noriega Office	Parks & Rec Front Office	
	AH26/CU23 Lobby	Parks & Rec Lobby	
	AH22/CU20 Aud A	Ross Hall Auditorium	
	AH22/CU18 Aud B	Ross Hall Auditorium	
	AH21/CU19 Meeting Room	Ross Hall Meeting Room	
	AH33/CU27	Ross Hall Storage/Workroom	
	AH34/CU28 Art Class	Ross Hall Art Class	
	AH35/CU29 Game Room	Ross Hall Game room	
	AH36/CU30 Kreative Kids	Ross Hall Kreative Kids Class	
	AH38/CU32 MPR A	Ross Hall MPR	
	AH 37/CU31	Ross Hall Hallway	
	AH41/CU39 Old Senior MPR	Old Senior MPR	
	AH42/CU40 Old Senior MPR	"	
	AH45/CU43 Old Senior MPR	"	
	AH46/CU44 Old Senior MPR	"	
Youth Center			
	AC1 Office	Gymnasium	
	AC2 Office	Gymnasium	
	AC3 2 nd Floor	2 nd Floor Gymnasium	
	AC4 2 nd Floor	2 nd Floor Gymnasium	

WARRANTY

Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the City shall not be included.

ON CALL/EMERGENCY SERVICE

The Contractor shall provide on call and emergency service repairs as requested to maintain the HVAC systems in operating conditions at all times. A contact name and phone number available 24 hours a day, seven days a week, 365 days a year shall be provided. The Contractor shall provide on call services within 24 hours after City's notification of noncritical/ non-emergency repair service requests. In an event of a system failure deemed by the City as an emergency, the Contractor shall physically arrive to City site within three (3) hours of City notification. At the sole discretion of the City, "emergency" shall be defined based on City's interpretation. At the discretion of the City, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

LISTING OF DEFINITIONS

RFP:	Request for Proposal
HVAC:	Heating, Ventilation & Air Conditioning
BAFO:	Best and Final Offer
PMI:	Preventative Maintenance Inspection
ADA:	Americans with Disabilities Act

GENERAL INSTRUCTIONS

DISCLOSURE

Any information the company does not wish to have disclosed, other than for the purpose of evaluation, should have each applicable sheet or part marked 'Confidential'. This information shall not be disclosed, duplicated or used, in whole or in part, for any purpose other than to evaluate your response to this RFP or as a result of, or in connection with, the submission of such information, the City shall have the right to duplicate, use or disclose same to the extent provided in this RFP. This restriction will not limit the City's right to use information contained herein if it is obtained from another source. The City shall, however, release any information subject to disclosure under the Public Records Act.

ADDENDA

Any subsequent changes in the RFP from the date of issuance to date of submittal will result in an addendum by the Public Works Office to those parties who have received the RFP. Companies are required to acknowledge the receipt of all Addenda on the Addendum Acknowledgement Form.

PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any pre-contractual expenses (as defined below):

- A. Pre-contractual expenses are defined as expenses incurred in (1) preparing your Proposal; (2) submitting your Proposals to the City; (3) negotiating with the City on any matter related to your Proposal; and (4) any other expenses incurred prior to date of award.
- B. For the reasons stated above, please do not include any of these expenses as part of the price proposed in your Proposal.

CITY'S RIGHTS

The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Remedy errors in the RFP;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Appoint evaluation committees to review Proposals;
- Seek the assistance of outside technical experts to review Proposals;
- Approve or disapprove the use of particular subcontractors and suppliers;
- Establish a short list of Companies eligible for discussions after review of Proposals;
- Solicit best and final offers (“BAFO”) from all or some of the proposer Companies;
- Negotiate with any, all or none of the proposer Companies;
- Award a contract to one (1) or more of proposer Companies;
- Accept other than the lowest priced Proposal;
- Disqualify Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of a proposer Company;
- Waive any informalities or irregularities in Proposals, to the extent permitted by law;
- Conduct a pre-award audit; and
- Award a contract without discussions or negotiations.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

INCOME STATEMENTS

Attach your Company’s most recent Income Statements and Balance sheet information for the last three years on the Company’s financial status, will be withheld from public review if submitted under separate cover with a request for confidentiality and unless disclosure is ordered by a court of competent jurisdiction.

ACCEPTANCE OF CONTRACT

The selected proposer Company will be required to execute a contract HVAC Repairs & Maintenance Services with the City. In addition, the contents of the successful proposer's response to this RFP shall be incorporated into any subsequent agreement entered into with the City. Failure of a proposer Company to accept this obligation will result in the cancellation of any award.

RULES FOR PROPOSAL

The signatory of the Proposal must declare in writing that the only person, persons, company or parties interested in the Proposal as principals, are named therein; that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signatory of the Proposal has full authority to negotiate and bind the Company.

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As a potential supplier of goods or services to the City, the Company must certify that it does not discriminate in its employment with regards to race, color, religion, sex, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in

employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

REQUIRED ATTACHMENTS

In addition to the Proposal Questionnaire and Proposal Specific Inquiries, the following items are required to be included in the Proposal:

- Staffing Form
- Statement of Principals
- Proof of Liability Insurance
- Sample Invoice and Monthly Report
- Income Statements & Balance Sheet
- Addendum Acknowledgement Form

REQUIRED PROPOSAL QUESTIONNAIRE

For the Company of: _____

All proposers are required to complete the following questionnaire. If your answer is provided in greater detail within your Proposal, you may reference the appropriate section of page of the Proposal. You may either use this form for your responses, or a transcribed copy; HOWEVER, all questions must be answered, in the order presented here. Proposals which do not include this questionnaire completely will be considered non-responsive and will be rejected.

1. Does the proposer, any individual proposing Company, any participating Company in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following definition?

“No person performing services for the City of Bell Gardens in connection with any project resulting from this proposal shall have financial or personal interest, other than employment or retention by the City of Bell Gardens, in any contract or subcontract in connection with such project.”

Yes _____ No _____

(A “Yes” answer to this question will be considered non-responsive and the proposal will be rejected.)

2. Are you on the State Controller General’s list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders?

Yes _____ No _____

3. Has your Company received an “unsatisfactory” rating from law enforcement or any regulatory agency with regard to maintenance, records or facility at any time in the past five (5) years?

Yes _____ No _____

4. Has your Company been cited, fined, or ordered to stop HVAC Repairs & Maintenance Services at any time during the past seven years by any regulatory agency or client for accidents caused by negligence?

Yes _____ No _____

5. Is there any recent (within the past five years), current, or pending litigation involving your Company due to any accident(s) which have resulted in injury or death from Repairs & Maintenance of HVAC System Services?

Yes _____ No _____

6. Are there any past, current or pending financial or legal issues which might jeopardize your Company’s ability to provide services in accordance with the attached RFP and Agreement at the prices quoted by your Company, for the term of the Agreement?

Yes _____ No _____

7. Has your Company applied for credit protection under any bankruptcy proceedings over the pasts three (3) years?

Yes _____ No _____

PROPOSAL SPECIFIC INQUIRIES

8. Indicate briefly why you consider your Company to be the best to perform this Agreement. Be sure to include any new or creative ideas that would provide the City of Bell Gardens with a high quality, safe, efficient, cost-effective, repairs and maintenance for the City's HVAC systems.
9. Describe other organizational resources and services, which your Company will provide at no additional charge as part of this Agreement.
10. For how many years has your Company provided HVAC Repairs & Maintenance Services? List time spans and describe the service provided, general public or specialized service, size of service area, and any other relevant operations data. Identify the responsible individual at the public agency who can verify service, and provide his/her name, telephone number, and position.
11. Describe what steps your Company will take to promptly repair/replace any equipment (either City or Company owned) which may be damaged or destroyed while in your possession or under your control.
12. Describe your Company's Management Information System and how it will be used to report the operational/financial data required in the Scope of Work. Include a sample Monthly Report.
13. Describe or attach a copy of your Company's Substance Abuse and Employee Counselling program.
14. Describe your proposed drug and alcohol testing program, including how it complies with federal requirements.

SUPPLEMENTAL QUESTIONNAIRE

Each Contractor shall present as a part of their proposal answers to the following questions. Forms are not provided. In answering each question, the Contractor shall clearly describe the services that will be completed. All information should be clearly and concisely presented in a legible manner.

If the Contractor fails to answer questions appropriately as a part of their proposal or if the information provided does not demonstrate the required level of service as detailed in the Scope of Work, it shall be considered in non-compliance with the specifications and the proposal shall be rejected.

Each response provided by the Contractor shall be presented as the Contractor's intended schedule of maintenance representing the actual methods, equipment, staff hours, etc., the Contractor proposes to complete if awarded the contract.

Please Answer the Following Questions:

1. What maintenance schedule do you propose for this contract? The maintenance schedule shall detail, at a minimum, the **number of employees** who will perform the services, the **days per week** that services will be performed, and the **daily schedule** in performing the services.
2. Provide information about the experience and qualifications of the workers assigned to complete preventative maintenance services.
3. Provide your documented safety program. Describe the safety measures you will require your employees to follow to insure their safety when working within and on roofs of buildings.
4. Describe the uniform your employees will wear.
5. Describe your company's Quality Assurance Program.

PROPOSAL FOR HVAC PREVENTIVE MAINTENANCE SERVICES

In this section, please present your proposal stating how you will perform the preventative maintenance services of the facilities listed under the Scope of Work. Discuss how you will meet or exceed the HVAC PM Performance Standards. You are free to include written material, graphics, photographs or any other pertinent information that will describe how your company will perform HVAC Preventative Maintenance services for the City of Bell Gardens. Please limit size of materials to 8½" x 11", but use any number of pages to convey your message. This information should be contained in a binder with your company's name and address on the cover. Contractor certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract document.

SECTION C: SCOPE OF CONTRACTOR SERVICES

SERVICE AREA

The service area includes the City of Bell Gardens

WORK ACTIVITIES

The following work activities shall be performed by Company unless specifically noted to the contrary. To that end, Company is responsible for:

- ◆ A preventive maintenance program
- ◆ Training
- ◆ Safety and Security

- ◆ Maintenance Facility
- ◆ Record keeping and reporting
- ◆ Information services
- ◆ Insurance
- ◆ Licenses
- ◆ Alcohol and Drug Testing Compliance

HOURS OF OPERATION

HOLIDAYS

The six major holidays in which the City will be closed include:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

PAYMENT

Payment for services shall be obtained by delivering (via email, courier or by hand) an invoice to the Public Works Office on the first of each month. Invoices shall include a breakdown of service hours. Once this information is received, the Public Works Office shall pay the total amount invoiced within a forty-five (45) days thereof.

RESPONSIBILITIES & REQUIREMENTS OF THE COMPANY

NOTIFICATIONS

Company hereby covenants and agrees to notify City of any and all actions filed against it (including its agents, servants or employees), for any cause or reason whatsoever arising out of or in connection with the operations to be conducted pursuant to this RFP. Said notification to City shall occur within a reasonable time after notification to Company, but in no event to exceed seven (7) calendar days.

PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates and the performance on certain "public works" and "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable. The contractor to whom a contract for the work is awarded shall comply with the provision of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. A copy of such prevailing wage rates shall be posted on the jobsite by contractor.

DIR REGISTRATION

DIR Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations."

INSURANCE

Company shall be required to provide, minimally, the following insurance:

1. Comprehensive General Liability insurance or equivalent with a combined single limit of not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. Such insurance shall name the City, its officials, officers, employees, agents and contractors as additional insured with respect to performance of services and shall contain no special limitations on the scope of coverage or the protection afforded to these insured. The insurance shall be primary with respect to any insurance or self-insurance programs covering the City, its officials, officers, employees, agents and contractors and shall contain standard separation of insured's provision.
2. Comprehensive Automobile Liability insurance, to include owned, hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000 per occurrence.
3. Company shall maintain workers compensation insurance within statutory limits established and required by the State of California.
4. Pollution (Environmental) Liability: If the performance of Contractor's work or service under this Contract involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, Contractor shall procure and maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) for any one accident or

occurrence, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

Company shall, prior to commencement of Services, furnish City with properly executed certificates of insurance and endorsements, which clearly evidence all insurance required under this proposal and provide that such insurance shall not be canceled, or coverage reduced or allowed to expire except on thirty (30) days prior written notice to City. City shall have the sole discretion to determine whether the certificates and endorsements presented comply with provisions of this RFP. Company understands the importance of this section to City and agrees to comply with it in full.

In the event of a failure to provide service for any reason other than acts of god, Company shall be assessed \$5,000 per day in liquidated damages. These damages shall be deducted from any monies due, or which may thereafter become due, to Company under any future agreement entered into between Company and City.

PERMITS AND LICENSES

Company shall hold at all times the appropriate business licenses (local, state or federal) to operate within the City. Company shall also be solely responsible for any parking and traffic violations of vehicles operated by its employees. Any penalties and/or fines imposed due to violations of required laws shall be the sole responsibility of the Contractor.

HVAC Technicians shall have a valid and current Environmental Protection Agency (EPA) 608 certification and Contractor/Firm shall have a valid C-20 Warm-Air Heating, Ventilating and Air Conditioning Contractor license.

POLICIES AND PROCEDURES

Company shall act in the capacity of an independent contractor and provide management, technical and operating personnel, services, equipment and maintenance facilities necessary for the operation of HVAC Repairs & Maintenance within the City.

Company shall operate and conduct itself at all times in strict compliance with the City's operating policies, and in accordance with all applicable local, state, and federal laws.

MANAGEMENT AND STAFF

All of the services required hereunder shall be performed by the Company or under its supervision, and all personnel engaged in performing the services shall be authorized under applicable federal, state, and local law to do so. Company agrees that the services required hereunder shall at all times be subject to review by representatives of City.

STATEMENT OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follow:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDENDUM ACKNOWLEDGEMENT FORM

Proposer _____

The above Proposer acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name Title Date