

#### **REQUEST FOR PROPOSAL FOR**

#### MUNICIPAL FACILITY HVAC MAINTENANCE AT CITY HALL AT 77 FAIR DRIVE & POLICE DEPARTMENT AT 99 FAIR DRIVE

Public Services Department CITY OF COSTA MESA

Proposal No. 1147

Released on April 18, 2012

#### MUNICIPAL FACILITY HVAC MAINTENANCE REQUEST FOR PROPOSAL (RFP)

#### 1. BACKGROUND

The City of Costa Mesa is seeking a well qualified firm to provide a comprehensive heating-ventilation-air conditioning HVAC maintenance and repair program for a City Hall and the Police Department. 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.

#### 2. SCHEDULE OF EVENTS

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

Release of RFP	April 18, 2012
Pre-proposal Meeting / City Hall – 10:00 am	April 26, 2012
Deadline for Written Questions	May 03, 2012
Responses to Questions Posted on Web	May 10, 2012
Proposals are Due	May 14, 2012
Proposal Evaluation Completed	May 21, 2012
Approval of Contract	June 19, 2012

#### 3. SCOPE OF WORK – STANDARDS AND SPECIFICATIONS

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.

#### SERVICES TO BE PROVIDED

It is the Proposer's responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during hours of maintenance and for response after

normal working hours. Proposer's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

#### ADDITIONAL <u>SUPPLEMENTAL</u> COVERAGE

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The City shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable.

Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, nonmanufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

#### PRICING TABULATION SHEETS

Prices as stated on the Building HVAC Maintenance Pricing Sheet (Exhibit B) shall be all inclusive for services as specified in this Proposal.

#### HVAC MAINTENANCE STAFFING LEVELS

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair at designated City facilities.

Staffing levels should include staff that is certified and proficient in the complete maintenance and repair of Turbocore chiller systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) hour working day from the date of the automated request or assignment by the City Representative.

The journey-level worker(s) shall be proficient in the following trades:

- All mechanical, electronic and pneumatic aspects of chilled water systems
- Turbocore chiller systems
- o ADD drives
- Air handling systems
- The interface and control of existing Siemens proprietary systems

#### BILLABLE WORK

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval prior to work being completed.

#### SECURITY BACKGROUND CHECK OF PERSONNEL

Contractor is required to provide security checks for all personnel assigned to work under this contract. Security checks will be coordinated through Costa Mesa Police Department (CMPD). CMPD will run security checks of all personnel assigned to work under this contract. The records check will include finger printing, Department of Justice (DOJ) wanted person system check, California Driver's License check, Orange County warrant check and review of any local record. The City will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all expenses shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

The following information must be provided to the City Representative no less than 30 days prior to any employee's start of work:

- Full Legal Name
- Social Security Number
- California Driver's License or Identification Number
- Birth Date
- Current Valid Address

#### SUBCONTRACTING

No portion of the work covered by these specifications may be subcontracted or assigned without prior approval of the City Representative. Requests to subcontract all or any portion of services required by this contract will be submitted to the City Representative, at least thirty (3) days in advance of the proposed effective date of the subcontract. Proposer shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor providing services shall have successfully passed a background check prior to commencing work and must meet the City's insurance requirements. Contractor shall bear all expenses of any subcontractor background checks and any required insurance.

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

Damages: The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

Tools and Equipment: The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in City buildings. The City of Costa Mesa reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

Inspections and Remedies: So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of HVAC systems to ensure compliance with the contract specifications. A monthly inspection report will be communicated to the Contractor for review and corrective action for any deficiencies found. During the following month's inspection, the City Representative will re-inspect the deficient areas. A meeting shall be held monthly between Contractor and City Representative prior to invoices being submitted for payment, to confirm the work performed meets specifications; and/or to discuss any other pertinent issues. Any deficiencies not corrected will have a dollar value assigned, represented as a percentage of the billed amount, and that dollar amount will be deducted from the monthly payments until the reported deficiency has been corrected to the satisfaction of the City Representative.

#### EMERGENCY CALL OUT SERVICE

Contractor shall provide 24 hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this specification. Hours shall be Monday through Friday 5:00 p.m. to 6:00 a.m. and 24 hours each day on weekends and Holidays. Contractor shall have working personnel on-site within 1 hour of the call-out, or respond by telephone to the City Representative within 1<sup>/2</sup> hour if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint.

### HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND MONITORING

• Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City facilities.

- Contractor shall monitor computer control systems for Siemens control panel, contacting the Siemens customer service center if problems are observed.
- Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on chillers and boilers, with service to be provided by Proposer.
- Contractor shall review the Proposer contract and through monitoring and inspections verify that the following services are provided:
  - For cooling towers: disassemble screens and access panels for inspection, inspect the tower fill, support structure, sump and spray nozzles, fill valve, gear box, drive coupling, fan blades, and motor bearings; clean starter and cabinet; inspect wiring; check motor starter contacts for wear and proper operations; megger test the motor and log readings; and check the condition of the contactor, and log observations.
  - For pumps: lubricate bearings semi-annually. Inspect couplings and check for leaks. Investigate unusual noises.
- Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all City facilities not covered under Proposer contract.
- Contractor shall inspect, provide oversight and documentation that all City owned facilities under contract with Proposer are receiving required work.
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer.

#### ADDITIONAL CONTRACTOR REQUIREMENTS

- Contractor shall show evidence of presently serving at least three municipal customers.
- Contractor shall hold current C10 and C20 licenses.
- Contractor shall provide HVAC employees that possess a State of California Joint Journeyman Apprentice Training Center certification; Automation specialists that are continually factory trained or Siemens Apogee Building Automation System, and must be able to provide monthly operator coaching and on-site training of select personnel, certified in servicing Turbocore chillers and ABB Drives.
- Contractor shall have in its employ at least 10 full-time journeymen-level mechanical personnel and factory-trained automation specialists.

- Service specialists and technicians shall normally be dispatched from a local headquarters or branch within a 15 mile radius from the City boundary line of the City of Costa Mesa.
- Contractor shall provide HVAC data protection and recovery services, control loop tuning, and Siemens software updates for the Siemens automation system.
- Contractor shall maintain a minimum fleet of 50 vehicles within the area they serve.
- Contractor shall implement measures to remotely access the Siemens workstation for emergency service.
- Service Automation specialists shall demonstrate familiarity with Siemens Apogee revision 3.11.
- Contractor shall upgrade the Apogee stem with the latest revisions, as they become available.
- Contractor shall provide emergency access 24 hours a day / 7 days a week, Monday through Sunday.
- Service specialists and technicians shall normally be dispatched from a local headquarters or branch within a 15 mile radius from the City boundary line of the City of Costa Mesa as defined in the most current Thomas Guide map.
- Contractor shall supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall display the Contractor logo and employee first or last name shall be clearly visible.
- Contractor shall provide MSDS sheets to City in a complete "Right to Know" binder for all products used in City facilities. City will determine location of "Right to Know" books.

#### 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. The equipment included under this service is itemized in the List of Maintained Equipment Section beginning on Page 16 of this document.

#### 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. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

#### 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. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

#### **Refrigerant Oil Analysis**

Proposer will perform Spectro-chemical refrigerant oil analysis and trend oil condition that identifies contaminants and possible system malfunctions caused by wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the oil analysis results, proposer will recommend when oil changes are needed, and may make other recommendations regarding the operation and maintenance of your chiller plant. This service reduces the amount of waste oil generated. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement (see Page 16).

#### Cooling Tower Drain and Refill

Proposer will remove the condenser water from HVAC systems after cooling season to prevent possible damage and expensive repairs caused by water freezing during winter months, and refill the system prior to spring start-up. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

#### **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. The equipment included under this service is itemized in the provided List of Maintained Equipment (see Page 16).

#### **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. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement (see Page 16). This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

#### **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. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement (see Page 10). This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment (see Page 16).

#### 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.

Reciprocating Compressors

- 1. Preventive maintenance shall be performed quarterly.
- 2. Lock out and tag out equipment as required.
- 3. Check all electrical wiring and connections. Tighten as needed.
- 4. Check starter contactor surfaces for wear.
- 5. Visually leak check compressor and associated refrigerant piping annually.
- 6. Clean exterior of compressor.
- 7. Check operation of crankcase heater.
- 8. Meg-ohm motor from starter and record annually.
- 9. Check and calibrate all safety and cut-out devices.
- 10. Check and adjust compressor capacity controls.
- 11. Check, calibrate and adjust all operational controls.
- 12. Remove compressor oil sample, perform Spectro-chemical test on oil annually.

#### 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.

#### Pneumatic Air Compressors

- 1. Quarterly inspect unit, check for rust spots, oil leaks and general condition of unit.
- 2. Drain tank, check auto drain.
- 3. Check belt, adjust tension and sheave alignments. Replace if necessary.
- 4. Meg-ohm megor and record annually.
- 5. Check starter wiring and contacts.
- 6. Check motor amperage and voltage.
- 7. Check intake air filter, replace 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.

Multi-zone Air Handler

- 1. Perform maintenance quarterly.
- 2. Lockout tag out equipment.
- 3. Check fan motor amps.
- 4. Clean and lubricate components.
- 5. Check operation of economy dampers.
- 6. Check operation of static vane or dampers.
- 7. Check operation of zone dampers.
- 8. Check and adjust operating and safety controls.

Package Chiller Annual

- 1. Lockout tag out equipment.
- 2. Check condenser / Barrel tubes.
- 3. Check Chiller barrel tube.
- 4. Check and record unit amp draw.
- 5. Check unit voltage and record.
- 6. Check unit pressures and record.

Chiller with Reciprocating Compressors

- 1. Visually inspect equipment condition and operation.
- 2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks.
- 3. Check unit voltage and record.
- 4. Check unit operate and records.
- 5. Check unit operating hours and record.
- 6. Check condenser pressure and record.
- 7. Check evaporator pressure and record.
- 8. Check oil sump sight glass.
- 9. Record chilled water inlet temperature.
- 10. Record chilled water outlet temperature.
- 11. Check condenser water inlet.
- 12. Check condenser water outlet temperature.
- 13. Check compressor starter contacts for abnormal wear.

Variable Frequency Drive

- 1. Check unit operation quarterly.
- 2. Check fault history report.
- 3. Check operation of manual bypass.
- 4. Verify drive signal increase and decrease.
- 5. Check and tighten all electrical connections.
- 6. Check starter contacts for wear.

Computer Room Air Conditioning Units

- 1. Check all electrical wiring and connections. Maintenance is performed bimonthly.
- 2. Check filters quarterly as a minimum.
- 3. Check all electrical wiring and connections. Tighten as necessary.
- 4. Check starter contactor surfaces for wear.
- 5. Check compressor amps and record.
- 6. Check sight glass for moisture level.
- 7. Check operation of crankcase heater.
- 8. Lubricate condenser fan motor and fan bearings.
- 9. Check condition of condenser coil, clean as necessary.
- 10. Check belts for wear, replace as required.
- 11. Check and adjust compressor capacity controls.
- 12. Lubricate indoor fan motor and bearings.
- 13. Check humidifier for proper operation.

#### Boiler

- 1. Check boilers for proper operation. Discuss any problems with buildings operating engineering staff.
- 2. Check and use boiler viewport to check main burner flame.
- 3. Turn off and secure boiler.
- 4. Check boilers for any unusual noise or vibration.
- 5. Inspect gaskets for any signs of leaks.
- 6. Examine the venting system.
- 7. Remove and/or inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances.
- 8. Check boiler circulating pumps for proper operation and lubricate.
- 9. Check flame safeguard control for pilot and main flame ignition.
- 10. Check operation of blower motor and circuitry.
- 11. Check operation of gas valves and vents.
- 12. Inspect and tighten all electrical connections.
- 13. Check and adjust all boiler limit pressure controls and running interlocks.
- 14. Check operation and adjust low water controls.
- 15. Check burner, pilot and main flame ignition.
- 16. Check and oil combustion air fan.
- 17. Check expansion tank and site glass.
- 18. Check and record all entering and leaving water temperatures and pressures.
- 19. The boiler room shall be left in the same condition as existed prior to start of the work.
- 20. Refer to equipment O&M manual for any maintenance clarifications.
- 21. Complete onsite service log and PM checklist.

#### HVAC SERVICES – PNEUMATIC

#### **Preventive Maintenance**

Proposer will provide quarterly preventative maintenance on Pneumatic Air Compressors that responds to changes in mechanical component performance, building use, and climatic conditions. Service shall be in accordance with a program of standards as recommended by equipment manufacturers' recommendations.

#### HVAC SERVICES – WATER TREATMENT

#### Water Treatment Services

Proposer will provide industrial water treatment to manage four main problem areas: scaling, corrosion microbiological activity and disposal of residual wastewater. Water treatment services will extend equipment life, provide operational efficiency, minimized downtime and control water born disease such as Legionnaires. Proposer will perform water treatment service for both hot water and chilled water loops at the Costa Mesa City Hall and Police Department Facilities. This service will be completed monthly.

#### HVAC SERVICES – INFRARED SERVICE

#### Infrared Electric Panel Inspection

The Infrared inspection will be provided as it is an important form on non-destructive testing that has become an indispensable predictive maintenance tool for electrical service panels. It shall be performed with a portable infrared imaging system, this equipment detects infrared energy (heat) emitted from an object and displays it as a dynamic thermal image. Using the IEEE/ANSI Standard, this inspection aids in the evaluation of component temperatures. Proposer will perform a biennial infrared scan of main electrical panels at City Hall and the Police Department. A detailed report will be provided upon completion of onsite scan.

#### ENERGY SERVICES

#### **Energy Optimization Services**

Proposer will perform a benchmark analysis that compares a building's energy performance against industry recognized benchmarks and provides facility owners and operators with an objective assessment of facility performance and a valuable starting point to identify and quantify the value of energy conservation efforts through the Benchmark Report, proposer will create an energy baseline and obtain, if applicable, an ENERGY STAR Performance Rating utilizing Energy Star Portfolio Manager to generate a Statement of Energy Performance. This rating compares our building's performance against buildings of similar type and operating characteristics in similar climate zones. This report will provide key data points in addition to an ENERGY STAR Performance Rating including Energy Usage Intensity (EUI), Energy Cost Intensity (ECI), and the facility's Greenhouse Gas Emissions.

If our facility is not eligible to receive an Energy Star Performance Rating due to the building type or usage the benchmark will compare facility performance versus the Department of Energy's Commercial Buildings Energy Consumption Survey (CBECS) data or the best alternative industry benchmark that is available. Based on current performance, the benchmark will indicate if the facility meets existing LEED energy performance requirements, and the number of points that could be obtained if pursuing LEED certification through the U.S. Green Building Council.

In addition, Proposer will conduct a detailed analysis of facility interval meter data, when available from site metering and/or the utility provider. This enables us to gain further insight into facility performance, and provide a snapshot report to help understand performance and pinpoint areas for operational efficiency. Based on current energy consumption and prices, proposer energy analysts will suggest potential improvement measures and quantify the impact on energy usage, cost savings and GHG reductions.

#### LEED Impact

An Energy Star Performance Rating of 69 is required to meet the LEED for Existing Buildings: Operations & Maintenance (LEED ED) prerequisite (Energy & Atmosphere Prerequisite 2: Minimum Energy Efficiency Performance), and a minimum score of 71 is required to obtain incremental points beyond the prerequisite (Energy & Atmosphere Credit 1: Optimize Energy Efficiency Performance). For buildings that are not eligible for an ENERGY STAR Performance Rating, the LEED EB prerequisite requires a building to be 19% above the National Average, and a minimum of 21% above the National Average in order to obtain incremental points. In each case, up to 18 LEED EB points are available by documenting superior facility performance versus an industry benchmark. For detailed LEED requirements, refer to the LEED for Existing Buildings Operations & Maintenance Reference Guide, 2009 Edition.

#### **Energy Budgets and Forecasts**

Proposer will collect historical energy data either from the Customer directly or through the utility company with authorization from the City Representative. The minimum historical data required for this service will be the data existing for the past 12 months but 3 years historical data will be requested and is preferred. Proposer will use this data to project energy consumption patterns based on the Customer's operations. Future energy volumes will be priced according to the market per commodity. Proposer will use this pricing to produce a forecasted budget.

#### **Technology and Energy Audits**

Proposer will review the City's HVAC system, evaluating the current use of our HVAC system and what may have been changed or been modified in our daily facility operation that impacts the effectiveness of the system. Proposer will review applicable building control technologies, suggest possible new strategies on technologies that could be implemented to enhance our current system, and consider what changes, enhancements and/or upgrades should be made to facilitate our future plans. In addition, recommendations should be made about adding and/or modifying applications, sensors, points panels and/or software where needed to improve building operation and performance. Proposer will interface with the local utilities to determine possible incentives and rebates. Once the review is completed, a written report of the findings and recommendations will be provided during a scheduled meeting annually.

#### **HVAC EQUIPMENT LIST**

#### POLICE DEPARTMENT – 99 FAIR DRIVE

Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Chiller BAC	FXT 160 Cooling Tower Worthington (Abandoned Chiller)
Carrier	50LJQ Package Unit
Data Air	CAW1034 Computer Room Unit
Baldor	(3) Condenser Water Pumps
Baldor	(3) Chilled Water Pumps
ТВА	Boiler
Various	(14) Exhaust Fans
LAN	Pneumatic Tube System
	Control Air Compressor & Dryer
Various	(14) Air Handling Units
Various	Shooting range upgrade equipment included; excludes exhaust filters.
	Modular Equipment Controller (3)
	Terminal Equipment Controllers (78)

#### **CITY HALL – 77 FAIR DRIVE**

BAC	VXT150C Cooling Tower
Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Turbocore	Frictionless compressor
Carrier	50HS-042 Package Unit
Worthington	LKS202942 Reciprocating
Worthington	LKS202942 Reciprocating Chiller

Lawson	Blower
Worthington	(18) Air Handlers
Various	(3) Chilled Water Pumps
Various	(3) Condenser Water Pumps

Control Air Compressor & Dryer PXM Controller Unitary Controllers (10) Terminal Equipment Controllers (11)

#### CITY HALL PRINT SHOP – 77 FAIR DRIVE

Carrier50HS-042 Package UnitLennoxPackage Unit

#### 4. PROPOSAL FORMAT GUIDELINES

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

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

- A. Vendor Cover Letter: A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant 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 Costa Mesa, California and from the office from which the project will be managed.
- B. **Background and Project Summary Section**: The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- C. **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
  - i. An implementation plan that describes in detail (1) the methods, including controls by which your firm manages projects of the type sought by this RFP; (2) methodology for soliciting and documenting views of internal and external stakeholders; (3) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - ii. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - iii. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  - iv. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  - v. Firms and individuals wishing to be considered shall include in their submission the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
  - vi. Proposers shall disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship does not disqualify the firm from consideration.
- D. **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the above project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.
- E. **Qualifications:** The information requested in this section should describe the qualifications of the firm, key staff and sub-Contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  - i. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
  - ii. A summary of your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

- iii. Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - 1. Client name
  - 2. Project description
  - 3. Project start and end dates
  - 4. Client project manager name, telephone number, and e-mail address
- F. **Fee Proposal:** Proposer shall complete and submit pricing sheet (Exhibit B) and include such additional information as necessary to allow the City to complete an evaluation of the competitiveness of the proposal.

#### 5. PROCESS FOR SUBMITTING PROPOSALS

#### **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

#### Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

#### Number of Proposals

Submit four (4) copies plus one (1) disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

Submission of Proposals: Complete written proposal must be submitted in sealed envelopes marked and received no later that 4:00 p.m. (P.S.T.) on Monday May 14, 2012 to the address below. Proposals will be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa City Clerk's Office 77 Fair Drive Costa Mesa, CA 92628-1200 RE: REQUEST FOR PROPOSAL FOR MUNICIPAL FACILITY HVAC MAINTENANCE AT CITY HALL AT 77 FAIR DRIVE & POLICE DEPARTMENT AT 99 FAIR DRIVE PROPOSAL NO. 1147

#### **Inquiries** Questions about this RFP must be directed in writing, via e-mail to:

John Aguilar, Facility & Equipment Supervisor john.aguilar@costamesaca.gov

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting office listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of the RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

#### **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, as its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly indentified.

#### 6. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Costa Mesa may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements.
- B. Understanding of the project.
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
- D. Educational background, work experience, and directly related consulting experiences.
- E. Price.
- F. References.

The City may also contact and evaluate the bidder's and sub-Contractor's references; contact any bidder to clarify and response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent

to the evaluation process. The evaluation committee shall not be obligated to accept the lowers priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

#### 7. STANDARD TERMS AND CONDITIONS

#### Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa Official City Web Site – Business – Bids & RFP's; bidders should check this web page daily for new information.

#### Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

#### **Contract Discussions**

Prior to Award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.

#### **Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

#### **Financial Information**

The City is concerned abut bidders' financial capability to perform, therefore, may as you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

#### Indemnification

Proposer(s) shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future State, Federal, and local laws, ordinance, regulations, order or decrees pertaining to bidder's submittal.

Proposer(s) agree(s) to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury or death of any person (proposer's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of proposer shall be reduced by an amount proportional to the active negligence of City, if any.

Proposer shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless the City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any said laws which may be incurred by reason of any work performed under this contract by proposer or any subcontractor or others performing on behalf of proposer.

The City does not, and shall not waive any rights against proposer(s) which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by proposer(s) shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, be reason of the operations of proposer or any subcontractor or others performing on behalf of proposer, whether or not such insurance policies are applicable.

Proposer(s) shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of proposer(s) and shall incorporate identical indemnity provisions in all contracts between proposer(s) and his/her subcontractors.

In the event that proposer(s) and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of proposer(s), or by a dangerous condition on City's property created by proposer(s) or existing while the property was under the control of proposer(s), proposer(s) shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

#### Insurance Requirements

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified below. Failure to furnish the required certificates within the time allowed could result in forfeiture of the Proposal Security.

Proposer(s) shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall proposer(s) allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of proposer(s) to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B. and C. above. Said evidence shall be to the City of Costa Mesa's Risk Management's satisfaction.

**WORKERS'S COMPENSATION INSURANCE:** Proposer(s) shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, proposer(s) shall require all subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be cancelled without thirty (30) days advance written notice of such cancellation to City.

Proposer(s) is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

**LIABILITY INSURANCE COVERAGE:** Proposer(s) shall obtain and maintain during the life of this contract the following insurance coverage:

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury. Automobile liability, including owned, hired, and non-owned vehicles.

The above insurance coverage's shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.

Endorsements to the policies providing the above insurance shall be obtained by proposer(s) adding the following three provisions:

Additional insureds: (For Commercial General Liability only)

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement:"

Notice:

"Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City."

Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the proposer(s) or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require proposer's insurance carrier(s) to be admitted insurers in the State of California.

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

- 1. Law: This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
- 2. Contract: This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
- 3. Taxes: Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
- 4. Delivery: Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
- Risk of Loss: Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
- Warranty: SELLER expressly warrants that the goods covered by this order are 6 of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local. State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
- 13. Performance: SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
- 14. Indemnification: The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.

- 7. Infringement: SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
- Assignment: Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
- 9. Default: If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
- Labor Disputes: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
- 11. Nondiscrimination: In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
- Termination: The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

#### WORK ORDER CONDITIONS

- 15. Insurance: SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
- 16. Bills and Liens: SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
- 17. Bonds: If the CITY so desires, SELLER shall provide payment and performance bonds as required.
- **18. Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

- All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
- 20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

## **EXHIBIT A**

### **City of Costa Mesa**

### MUNICIPAL HVAC FACILITIES LOCATIONS

#### HVAC SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
City Hall	77 Fair Drive	73,341
Police Facility	99 Fair Drive	50,646

## **EXHIBIT B**

# City of Costa Mesa BID PRICING SHEET

#### **BUILDING HVAC MAINTENANCE BID PRICING**

BUILDING	ADDRESS	MONTHLY LABOR HOURS	TOTAL MONTHLY COST	ANNUAL COST
City Hall	77 Fair Drive		\$	\$
Police Facility	99 Fair Drive		\$	\$

#### BUILDING HVAC SUPPLEMENTAL SERVICES BID PRICING

BUILDING	ADDRESS	MONTHLY LABOR HOURS	TOTAL MONTHLY COST	ANNUAL COST
City Hall	77 Fair Drive		\$	\$
Police Facility	99 Fair Drive		\$	\$