

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 4, 2021  
**To:** Honorable Mayor & Members of the City Council  
**From:** Finance Department  
**Presentation By:** Spencer Morrison, Finance Director

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**Summary**

**Subject:** Heating, Ventilation, Air Conditioning (HVAC) Preventative Maintenance (RFP21-02)

**Recommendation:** Adopt a Resolution awarding the contract for HVAC Preventative Maintenance to ACCO Engineered Systems, Inc. of Sacramento, CA in the total amount of \$52,705 for one (1) year with the option of four (4) one (1) year extensions. Authorize the City Manager to approve contract extensions.

**Fiscal Impact:** \$52,705. Various accounts

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**Purpose:**

To award a contract to ensure proper maintenance of the HVAC systems at all City facilities. The agreement will have an initial one (1) year term with the option of four (4) one (1) year extensions, at the City's request.

**Background:**

The City contracts for routine preventative maintenance of all HVAC systems, which includes 19 facilities and 225 units. This contract will consist of each location being serviced four times a year, which will include testing operations of all equipment, furnishing and replacing all air filters, checking for leaks for refrigerant systems and checking electrical contacts, and other preventative maintenance.

Having a preventative maintenance contract provides optimal running time of equipment with minimal equipment downtime which, in turn, provides a comfortable environment for patrons and staff, as well as extending equipment life, which reduces the frequency of replacement.

**Analysis:**

Public Works and the Finance Department developed specifications and scoring guidelines for this service. A formal proposal was developed and advertised according to the City's ordinances. The RFP specified that any vendor interested in submitting a proposal would need to attend a mandatory site walkthrough. The walkthrough was intended for vendors to submit an accurate proposal and answer any questions or concerns about the services requested. Twenty-three (23) known vendors were issued notices regarding the Request for Proposal (RFP) 21-02. Nine (9) vendors responded, however, five (5) sealed proposals were received and opened by the City Clerk's office.

Each proposal was scored on the following criteria:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>POINTS</u></b>
Reasonableness of cost	15
Ability to provide services, capacity, and skill of proposer	25
Experience and qualifications	25
References	35

Proposal scoring sheets were prepared by the Finance staff and the proposals were scored by personnel from the Engineering Division and Facility Maintenance Division of the Public Works Department. The committee and staff were notified of the result and concur with the recommendation.

The vendors submitting proposals and their scores are as follows:

<b><u>Vendor</u></b>	<b><u>Score</u></b>	<b><u>Price/Year</u></b>
<b>ACCO Engineered Systems Sacramento, CA</b>	<b>93.37</b>	<b>\$ 52,705</b>
SitelogIQ Sacramento, CA	83.03	\$ 59,017
ABM Building Solutions Sacramento, CA	80.36	\$ 59,764
EMCOR Mesa Energy Sacramento, CA	79.57	\$ 59,984
Frank M. Booth, Inc. Granite Bay, CA	73.00	\$ 52,248

**Fiscal Impact:**

\$52,705. Various accounts, per year

**Alternatives:**

- 1) Reject the proposals
- 2) Selection of alternate vendor proposal
- 3) Request new proposal process
- 4) Do not award

**Recommendation:**

Adopt a Resolution awarding the contract for HVAC Preventative Maintenance to ACCO Engineered Systems, Inc. of Sacramento, CA in the total amount of \$52,705 with the option of four (4) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve annual contract extensions.

**Attachments:**

1. Resolution
2. (Draft) Standard Agreement

Prepared By:

*/s/ Kevin Rivera*

Kevin Rivera  
Accountant I

Reviewed By:

Public Works

Finance

City Attorney

Submitted By:

*/s/ Dave Vaughn*

Dave Vaughn  
City Manager

DL

SM

SLC by email

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING A STANDARD AGREEMENT TO ACCO ENGINEERED SYSTEMS IN THE  
AMOUNT OF \$52,705 FOR HVAC PREVENTATIVE MAINTENANCE SERVICES**

WHEREAS, staff issued a Request for Proposal on March 5, 2021 to find the lowest, most responsive contractor to provide HVAC preventative maintenance services for the City owned facilities; and,

WHEREAS, after analysis of the five proposals received, staff has determined ACCO Engineered Systems, Inc. to be the lowest, most responsive contractor to provide the HVAC maintenance services; and,

WHEREAS, staff recommends awarding a Standard Agreement to the lowest, most responsive contractor, ACCO Engineered Systems, Inc., for HVAC preventative maintenance services.; and,

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council of Yuba City finds that ACCO Engineered Systems, Inc. is the lowest, most responsive bidder, and has demonstrated the ability to provide services. The City Council finds that ACCO Engineered Systems has the professional qualifications for the services required, availability, and can provide the HVAC preventative maintenance services at a fair and reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with ACCO Engineered Systems in the amount of \$52,705, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 4<sup>th</sup> day of May, 2021.

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

\_\_\_\_\_  
Marc Boomgaarden ,Mayor

APPROVED AS TO FORM:  
COUNSEL FOR YUBA CITY:

\_\_\_\_\_  
Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

# ATTACHMENT 2



**STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 5 day of May, 2021 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and ACCO Engineered Systems, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

**All services as per specifications for RFP 21-02, HVAC Preventative Maintenance. Specifications and price sheets are attached.**

The provisions on the reverse side hereof constitute a part of this agreement.

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IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A  
MUNICIPAL CORPORATION**

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

Address: 9290 Beatty Dr

Sacramento, CA 95826

By: \_\_\_\_\_

Title: \_\_\_\_\_

License No. \_\_\_\_\_

## TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance 1000000546.



## INSURANCE REQUIREMENTS FOR MOST CONTRACTS

### (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (*If applicable – see footnote next page*)

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG

20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*



**REQUEST FOR PROPOSAL  
RFP 21-02**

**HVAC PREVENTATIVE MAINTENANCE**

**City of Yuba City  
Public Works Department  
1201 Civic Center Blvd  
Yuba City, CA 95993**

**Proposals are due prior to 3:30 PM, April 5, 2021**

**CITY OF YUBA CITY  
REQUEST FOR PROPOSAL  
RFP 21-02**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive sealed proposals for:

**HVAC Maintenance**

Specifications packets may be obtained from the City of Yuba City website, [www.yubacity.net](http://www.yubacity.net), go to City Hall, click Request for Proposal/Bids, click Bid Notices, click City of Yuba City General Products and Services, and then click on RFP 21-02 to access the proposal package.

Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993 on or before April 5, 2021, 3:30 PM at which time proposals will be opened and read at the office of the City Clerk. Proposals are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED RFP NO: RFP 21-02, PROPOSAL READING APRIL 5, 2021, 3:30 PM, CITY HALL."

**IMPORTANT** – In order to obtain an accurate proposal, The City of Yuba City will be conducting tours of the City facilities. Attending a facilities tour will be **mandatory** in order to submit a bid. The City reserves the right to reject any bidder that did not attend a facilities tour. The first tour will be scheduled for March 17, 2021 at 8AM. Subsequent tour date(s) and time(s) will be determined by the number of vendors interested in submitting a proposal. Please contact Kevin Rivera at 530-822-4645 or [krivera@yubacity.net](mailto:krivera@yubacity.net) by March 12, 2021 informing him of your interest to attend a facility tour and/or submitting a proposal. This will allow the City to organize any subsequent tour dates and times between March 18 – 26, 2021.

The City will not accept responsibility for delays in receipt of proposals sent by mail or other carriers. It shall be the sole responsibility of each proposer to ensure that the City Clerk receives proposals no later than the time stated for proposal reading. All proposals received after said time and date shall be rejected.

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in the proposal.

No proposers may withdraw their proposal for a period of sixty (60) days after the date set for the opening.

Any questions concerning this proposal and/or specifications may be directed to Kevin Rivera at e-mail address [krivera@yubacity.net](mailto:krivera@yubacity.net), prior to proposal reading. If you do not have access to the website, you may call 530-822-4645 or visit the Finance Department at City Hall, 1201 Civic Center Blvd., Yuba City, Monday thru Friday 8 am to 4 pm to obtain a copy of the proposal package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date:

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Spencer Morrison, Finance Director

## **PART I GENERAL CONDITIONS**

### **1. PREPARATION AND SUBMITTAL OF PROPOSALS**

- A. Proposals not submitted on the Proposal Form may be rejected.
- B. Contact Kevin Rivera at 530-822-4645 or [krivera@yubacity.net](mailto:krivera@yubacity.net) to inform him that you would like to attend a mandatory tour of the facilities and submit a proposal. Please contact him on or before March 12, 2021.
- C. Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before April 5, 2021, 3:30 PM, at which time proposals will be opened and read. Proposals are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED PROPOSAL RFP 21-02, PROPOSAL READING April 5, 2021, 3:30 PM, CITY HALL."
- D. All information requested of the vendor shall be entered in the appropriate space on the Proposal Form. Failure to do so may disqualify your proposal.
- E. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your proposal. The person signing the proposal shall initial corrections in ink.
- F. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the proposal.
- G. Each vendor shall state net price for said item/service delivered F.O.B., Yuba City, CA, Corporation Yard, 1185 Market Street, Yuba City, CA 95991.
- H. Four (4) copies of all documents must be submitted by the date and at/or prior to the time specified, to be considered. No late proposals, telegraphic, telephone or email proposals will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- I. An authorized officer or agent of the offer shall sign all proposals.
- J. All proposals, whether accepted or rejected, shall become the property of the City of Yuba City.

- K. The contract awarded by the City Council or Purchasing Agent to provide the specified service shall include the City's entire proposal packet and specifications, all submittals provided to the City with the proposal, any written clarifications to the proposal provided by the City to the proposers, and any addendum issued by the City during the proposal period.

**2. TAXES**

- A. Add 7.25% California Sales Tax to the item(s) in your proposal.
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Yuba City is to remit the tax.
- C. Do not include Federal Excise Tax in your proposal.

**3. PAYMENT, TERMS, & INVOICE REQUIREMENTS**

- A. Vendor must state exact payment terms in their bid. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: Public Works Department.
- C. The City will issue a purchase order for the quarterly HVAC services of each facility. For repair and maintenance outside of the quarterly services, a separate purchase order will be issued for the work being performed. When the City is satisfied that the results are in compliance with these bid requirements, General Conditions of the contract, and that the results meet the City's standards of quality and workmanship, the City will notify the vendor of said acceptance of the results. After acceptance is received, the Contractor may place a demand upon the City for payment in full. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

**4. LIABILITIES**

- A. The vendor shall hold the City of Yuba City, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his/her own expense, any and all actions brought against the City of Yuba City or himself/herself because of the unauthorized use of such articles.

## 5. AWARD OF PROPOSAL

- A. **Competitive Invitation for Proposal:** If more than one proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All proposers are put on notice that any collusive agreement fixing the prices to be offered so as to control or effect the awarding of this proposal is in violation of competitive proposal requirements, and may render any proposal under such circumstances void.
- B. **Award of Proposal:** Award will be made to the proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. An Evaluation Committee will be established by the City. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Discussions, interviews, and/or presentations may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions, interviews, and/or presentations may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Evaluation scores will not be released until after award of the proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated, subject to the rights of the City Council, City Manager, or Purchasing Agent to award the contract to another proposer when the Council, City Manager, or Purchasing Agent determines it would be in the best interest of the City. If the proposal is under \$50,000 the proposal may be awarded by the City's Purchasing Agent. It is at the sole discretion of the City to determine the proposer best suited in meeting those needs.
- D. Within sixty (60) days after the proposal opening, a contract will be awarded by the City Council, City Manager, or Purchasing Agent. The time for awarding the contract may be extended by the City Council, City Manager or Purchasing Agent for a reasonable time beyond sixty (60) days, as may be required to evaluate proposals, or for such other purposes as the City Council, City Manager or Purchasing Agent may determine. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:



<u>EVALUATION CRITERIA</u>	<u>Point Factor</u>
Reasonableness of cost	15
Ability to provide services, capacity, and skill of proposer including the availability of one contact person	25
Experience and qualifications to successfully repair, service and maintain various HVAC systems. Education, and/or credentials	25
References– both with similar types of projects and experience with public agencies/ past experience with Yuba City or other local agencies	35

- D. The City of Yuba City reserves the right: (1) to reject any or all proposals or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the proposal, with the successful firm. The City of Yuba City’s decision shall be final.
- E. In all purchases by the City of Yuba City, availability and accessibility of warranty service and service after warranty will be considered in determining the awarded proposer.

**6. CHANGES IN PURCHASING ORDER/CONTRACT**

- A. No changes may be made in the purchase order/contract without written authorization of the Facilities Maintenance Supervisor and/or City of Yuba City Purchasing Agent.

**7. STATEMENT OF INTENT**

- A. It is the intent of City of Yuba City that HVAC services are delivered in full compliance with the specification.

**8. ACCEPTANCE/INSPECTION**

- A. All HVAC services initiated with this request will be subject to inspection upon receipt. Inspection and acceptance will not take more than five (5) working days.

**9. CONFLICT OF INTEREST**

- A. Proposer warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba

City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.

- B. The relationship of the Contractor to the City will be that of an independent Contractor and not as an officer, employee or agent of the City.

## **10. INSURANCE**

- A. The proposer must provide proof of insurance as outlined in the attached insurance requirements (**Appendix B**). Proposer must submit a letter at time of proposal from the proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsement for the coverage required. A copy of proposer's insurance policy will not satisfy this requirement.
- B. The Contractor shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain all the insurance required under this Section and, prior to executing the contract, shall furnish the City of Yuba City with satisfactory proof that the requirements of this Section have been fully complied with.

## **11. FORCE MAJEURE**

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this proposal, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

## **12. NON-DISCRIMINATION/HARASSMENT/RETALIATION**

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry,

citizenship status, uniformed service member status, martial status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

**13. TERMINATION FOR CAUSE**

- A. In the event the Contractor fails to meet the specifications of the contract, as determined solely by the City, the City may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**14. TERMINATION FOR CONVENIENCE**

- A. City may terminate the contract at any time and for any reason by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the City terminates the contract provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

**15. ADDENDUMS**

- A. The proposer is responsible for checking the City's website or calling the Finance Department at 530-822-4645 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the proposal reading.

The proposer is responsible for incorporating all addendum(s) into the original proposal package. The proposal form has an area to indicate that if an addendum(s) was released by the City, it was incorporated into the proposal form by the proposer. If the proposer does not acknowledge the addendum(s), the City reserves the right to reject the proposal.

**16. BUSINESS LICENSE**

- A. All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to be registered for and pay the Yuba City Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the proposal shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract. Additional information and business licenses can be obtained by calling (530) 822-4619 or stopping by City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993.

**17. PREVAILING WAGES**

- A. It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates, as listed at: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD) to all laborers, workmen, and mechanics employed by them in the execution of the contract. If requested, the contractor shall provide the City with a certified copy of all payroll records in accordance with Section 1776 of the Labor Code.

## **PART II SPECIFICATIONS**

### **GENERAL**

The City of Yuba City wishes to enter into a maintenance and repair of heating, ventilating, and air conditioning (HVAC) equipment agreement at various City facilities. The initial agreement period will be for one (1) year from when the City's Standard Agreement is signed with a possibility of four (4) 1-year extensions. The contract may be extended annually on a year-to-year basis, but not to exceed a total contract period of five (5) years.

### **SCOPE OF WORK**

The items listed below are to be completed **four (4) times** a year at each location, unless noted otherwise. The tentative schedule for this to be completed is in May, August, November, and February each year during the term of the contract. All preventative maintenance duties must meet or exceed industry standards. All chemicals used must be biodegradable.

Filter changes and condenser coil cleaning may be performed by a qualified apprentice; all other preventative maintenance requirements shall be completed by qualified Journeyman.

Preventative maintenance duties:

- Use FMX Program to track services provided and hours worked.
- Test and observe heating/cooling operation all equipment.
- Furnish and replace all air filters to manufacturer's specification.
- Note size and quantity of each filter for each HVAC unit.
- Check for correct amperage draw of unit components.
- Check refrigerant system for leaks/proper charge.
- Check and clean condensate pans, drains and drain lines.
- Check all electrical contacts/relays/contactors for wear. Record component temperatures.
- Clean equipment of excessive grease and oil.
- Secure all panels, covers, guards, etc.
- Inspect drive belts for tension, wear, and alignment.
- Inspect/adjust equipment operation and safety controls.
- Inspect/adjust furnace burners, ignition equipment, heat exchangers for cracks and gas valves.
- Inspect fan blades/blowers wheels for balance, condition and cracks.
- Check shaft/bearings condition and lubricate semi-annually. Record bearings temperatures.
- Check all electrical connectors for condition/tightness.
- Clean evaporator coils with Evap Power cleaning solution / rinse or brush condensers where water is available.
- Condenser barrel and boiler tube cleaning to be quoted annually.

- Cooling tower pressure washing to be completed annually with quarterly sump screen cleaning and inspection.
- Brush/clean all return air grills.
- Observe air distribution devices for restrictions and adjust as needed.
- Notify Public Works of any needed repairs.

Once a year, during May's preventative maintenance period, use high-pressure air to blow out all condensate lines clean.

Once a year, during May's preventative maintenance period condenser coils are to be chemically cleaned using industry standard chemicals.

The type of air filters required for this contract are 1" thick pleated filters on units below or equal to 5 tons, 2" thick on units above 5 tons.

Any current testing of condenser and boiler tubes shall be quoted every two years or as per manufacturers best practices documents.

The Contractor will complete a **"Preventative Maintenance Program" form** for each HVAC unit at each of the 25 (twenty-five) facilities. This form is completed each time preventative maintenance is performed. All quarterly preventative maintenance work will be scheduled with the Public Works Department after award of contract. Forms must be picked up from and when work is completed form returned to the Facilities Maintenance Supervisor at the Corporation Yard, 1185 Market Street.

## **LOCATIONS**

Preventative maintenance duties described in the Scope of Work are to be performed on the HVAC equipment and vent fans at the following locations in Yuba City:

- City Hall, 1201 Civic Center Blvd.
- Council Chambers, 1201 Civic Center Blvd.
- Corporation Yard, 1185 Market St.
- Police Dept, 1545 Poole Blvd.
- Waste Water Treatment Facility, 302 Burns Dr. (various facilities within)
  - Admin Building
  - Admin Server Room
  - Chlorine Building
  - Co-Gen Area
  - Dewatering Area
  - Digester Control
  - Electric Building
  - Electric Equipment Room
  - Influent Building
  - Lab Building
  - Maintenance Building
  - Mixer Control Building
  - Operators Room

- Primary Clarifier/Electric
- 12KV Building
- Water Treatment Facility, 701 Northgate Dr.
- Senior Center, 777 Ainsley Ave.
- Fire Admin., 824 Clark Ave.
- Fire Station #1, 824 Clark Ave.
- Fire Station #2, 1641 Gray Ave.
- Fire Station #3, 795 Lincoln Rd.
- Fire Station #4, 150 Ohleyer Rd.
- Fire Station #7, 2855 Butte House Rd.
- Gauche Aquatics Park, 421 C Street
- Little John House, 1300 Franklin Rd.
- Richland Housing Radio Tower, 384 Miles Ave.
- Sutter Animal Services Authority, 200 Garden Highway
- Sanborn Tank, 2280 Lincoln Rd.
- Lift Station 2, 1125 Market St (Next to Corp Yard)

A list referencing the equipment type is attached on **Appendix A**. The City reserves the right to add supplementary HVAC equipment to the Scope of Work as new facilities are constructed or rented. Contractors will be asked to provide price for any additional locations.

Issues must be coordinated with the Facilities Maintenance Supervisor as per the below “Repair Service” paragraph.

## **QUALIFICATIONS/EXPERIENCE**

The following questions must be answered and included in your proposal. The title of the page must be “Proposer Statement”.

- 1) Outline your company’s profile and experience in providing HVAC services as required by this RFP.
- 2) Describe the warranty to be provided for the labor and materials.
- 3) List the personnel with your company who will participate in this contract. Include their skills, years of experience, years with your company, any licenses/permit (include a copy). Also, indicate if person is a qualified apprentice or a qualified Journeymen (provide copy of any certificates)
- 4) If awarded, provide designated contact individual and number. If more than one, please state the function of each individual.
- 5) Provide any additional information you would like the City to evaluate.

It is a must that Contractor and subcontractor(s) shall be licensed with a State of California Class “C-20” contractor’s license and a “C-4” contractor’s license. Must include a copy of the licenses.

## **ON CALL/EMERGENCIES**

The contractor shall provide a local telephone number where service personnel can be reached on an “on call” basis twenty-four (24) hours a day, seven days per week. Any

calls to this number must be returned within 30 minutes. This telephone number will be made available to all authorized personnel designated by the City. Time to respond shall start when the City calls the problem in to contractor's designated phone number. Whether or not the problem is an emergency will be determined by Facilities Maintenance Supervisor calling in the work after normal business hours. Overtime and/or emergency rates shall be provided by the contractor.

Response Time to location:

Emergencies: two (2) hour onsite response time

Non-Emergencies: four (4) hour onsite response time

## **LAWS TO BE OBSERVED**

All services provided by the contractor shall be performed in strict accordance with the manufacturer's standards and State of California and Federal Laws, Rules and/or specifications.

Selected contractor is required to comply with all existing State and Federal labor laws. Selected contractor is also responsible for complying with all OSHA standards and requirements. If contractor assigns any work or job to a subcontractor, it will be the prime contractor's responsibility to ensure that all subcontractors meet the requirements as stated in this RFP.

## **REPAIR SERVICE**

Should the City request the contractor to correct trouble which develops with the HVAC equipment between scheduled maintenance examinations, the City shall be responsible for all labor, material, and travel costs associated therewith. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

All quotes must be approved by the Facilities Maintenance Supervisor.

Jobs with total costs that exceed \$5,000 will not be part of this contract. These items will be bid separately from this contract.

## **PRICING**

Only those charges that are identified in the Proposal and agreed upon by the City will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. The City of Yuba City reserves the right to add or remove HVAC equipment as well as alter services at locations with a 30-day notice. Contractor may request an annual increase in charges for any extensions of the contract, provided that the request is justified in writing and proposed increases do not exceed the Consumer Price Index (CPI) for all U.S. City Average, All Urban Consumers, published by the United States Department of Labor, Bureau of Statistics for the prior 12-month period. The comparison month used will be based upon the third month prior to the month that the contract is awarded. For example, if the contract is awarded in May, the month used for the basis of



the CPI comparison will be February. Prices shall remain firm for the following 12-month period. Under no circumstances will adjustments in the fees exceed three (3) percent per additional period.

If the contractor proposes to increase fees, a written notice shall be provided to the City at a minimum of (60) days prior to the beginning of the next one (1) year extension.

## **WARRANTY**

All work and deliverables described in proposal package must carry a one (1) year warranty for labor and manufacturer's warranty on parts, whichever is the greatest length of time. Contractor agrees that any assigned work or jobs, will carry the same warranty. The contractor warrants that all service performed shall be consistent with manufacturers' specifications. The contractor shall also warrant that any failure of materials or services within the warranty period that is traceable to materials or labor supplied during the service, shall be replaced or repaired at no additional charge to the City. Additionally, contractor agrees to accept liability for any damage to the buildings, such as roof, plumbing or electrical damage that may be caused as a result of contractor performing these preventative maintenance duties.

## **STANDARD AGREEMENT**

A copy of the City of Yuba City Standard Agreement is attached for review (**Appendix B**). After the contractor has been determined, a formal standard agreement will be made including any modifications or revisions to the scope of work, request or revisions to the scope of work, request for proposals and other agreements that the City has provided.

## **CONTRACTOR REFERENCES**

Proposers shall include in their response a list of at least three (3) organizations, which can be used as references for performance of similar services. Contractors shall endeavor to include references for public sector agencies. Include the business name and address, contact name and title, telephone number and email for the contact person. Also, describe the services that are provided as well as length of time providing service. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job. Title of page should be "Contractor References".

## **SUBCONTRACTORS**

Contractor shall identify those services that will be assigned to a subcontractor, if applicable. The contractor will be responsible for verifying the qualifications and validity of all licenses or permits for any out-sourced work to subcontractors. The contractor is also responsible for paying its employees and any subcontractors the contractor hires. Provide a list of subcontractor company name, contract name and title, telephone number and email for contact person. Also, describe the services that this company has been providing as a subcontractor for your company. Title of page should be "Subcontractors".

**CITY OF YUBA CITY  
REQUEST FOR PROPOSAL  
NO. RFP 21-02  
PROPOSAL FORM**

**For:** HVAC Maintenance

**To:** Contractor

**\*NAME OF PROPOSER:** \_\_\_\_\_

**\*ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**FEDERAL TAX I.D. NO.:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NO.:**

Addendums considered  
(initial and indicate addendum number) \_\_\_\_\_  
\_\_\_\_\_

Addendums NOT considered  
(initial and indicate addendum number) \_\_\_\_\_  
\_\_\_\_\_

\*If awarded bid this name and address will be used for payment. No exceptions.

On Call Emergency phone number as per page 11 \_\_\_\_\_

Contractor should submit with proposal the following items:

Page 7, Insurance

Page 9, Business License

Page 12, Proposer Statement

Page 14, References and Subcontractors

Page 15, 16, 17 Proposal Form and amounts

Any additional information

In accordance with the Request for Proposal, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

**HVAC MAINTENANCE**

Description	Price Per Quarter	Times 4	Price Per Year
City Hall, 1201 Civic Center Blvd.		x 4	
Council Chambers, 1201 Civic Center Blvd.		x 4	
Corporation Yard, 1185 Market St.		x 4	
Police Dept., 1545 Poole Blvd.		x 4	
Waste Water Treatment Facility, 302 Burns Dr. Facilities below		x 4	
Administration		x 4	
Maintenance		x 4	
Lab		x 4	
Influent Building		x 4	
Primary Clarifier/Electric Building		x 4	
PSA Building		x 4	
Co-Generation Area		x 4	
Digester Building		x 4	
Dewatering Building		x 4	
Chlorine Building		x 4	
Return Sludge Building		x 4	
Water Treatment Facility, 701 Northgate Dr.		x 4	
Senior Center, 777 Ainsley Ave.		x 4	
Fire Admin., 824 Clark Ave.		x 4	
Fire Station #1, 824 Clark Ave.		x 4	
Fire Station #2, 1641 Gray Ave.		x 4	
Fire Station #3, 795 Lincoln Road		x 4	
Fire Station #4, 150 Ohleyer Road		x 4	
Fire Station #7, 2855 Butte House Road		x 4	
Gauche Aquatic Park, 421 C Street		x 4	
Little John House, 1300 Franklin Road		x 4	
Richland Housing Radio Tower, 384 Miles Ave.		x 4	
Sutter Animal Services Authority, 200 Garden Highway		x 4	
Sandborn Tank, 2280 Lincoln Road		x 4	
Lift Station 2, 1125 Market St. (Next to Corp Yard)		x 4	
Annual Total			\$

(above annual total written in words)

**ADDITIONAL REPAIR RATES AS AUTHORIZED BY CITY**

Hourly rate per regular person, hours 8 am to 5 pm, Monday thru Friday	
Hourly rate per overtime person, hours includes after hours, weekends, holidays, etc.	

It is hereby understood that the above proposal reflects the total cost of HVAC maintenance detailed in the Specifications.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

## **APPENDIX A – LIST OF LOCATIONS & HVAC UNITS**

## **APPENDIX B – SAMPLE STANDARD AGREEMENT TEMPLATE**

**STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and Barrow’s Landscaping, Inc., hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

---

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A  
MUNICIPAL CORPORATION**

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

License No. \_\_\_\_\_

## TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance \_\_\_\_\_.



## **Insurance Requirements**

**I. Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for

the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

**II. General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

**III. Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

**IV. Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any

insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

**V. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the Entity for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**VI. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

**VII. Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

**CITY OF YUBA CITY  
REQUEST FOR PROPOSAL  
NO. RFP 21-02  
PROPOSAL FORM**

**For:** HVAC Maintenance

**To:** Contractor

**\*NAME OF PROPOSER:** ACCO Engineered Systems, Inc.

**\*ADDRESS:** 9290 Beatty Drive

Sacramento, CA 95826

**FEDERAL TAX I.D. NO.:** 95-1625123

**TELEPHONE:** 916-520-2100

**DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NO.:**  
1000000546

Addendums considered 1 (3/31/2021) *HC*  
(initial and indicate addendum number)

Addendums NOT considered  
(initial and indicate addendum number)

\*If awarded bid this name and address will be used for payment. No exceptions.

On Call Emergency phone number as per page 11 800-598-2226

Contractor should submit with proposal the following items:

- Page 7, Insurance
- Page 9, Business License
- Page 12, Proposer Statement
- Page 14, References and Subcontractors
- Page 15, 16, 17 Proposal Form and amounts
- Any additional information

In accordance with the Request for Proposal, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

**HVAC MAINTENANCE**

Description	Price Per Quarter	Times 4	Price Per Year
City Hall, 1201 Civic Center Blvd.	\$480.00	x 4	\$1,920.00
Council Chambers, 1201 Civic Center Blvd.	\$224.50	x 4	\$898.00
Corporation Yard, 1185 Market St.	\$1,050.00	x 4	\$4,200.00
Police Dept., 1545 Poole Blvd.	\$1,404.00	x 4	\$5,616.00
Waste Water Treatment Facility, 302 Burns Dr. Facilities below	\$3,166.00	x 4	\$12,664.00
Administration		x 4	
Maintenance		x 4	
Lab		x 4	
Influent Building		x 4	
Primary Clarifier/Electric Building		x 4	
PSA Building		x 4	
Co-Generation Area		x 4	
Digester Building		x 4	
Dewatering Building		x 4	
Chlorine Building		x 4	
Return Sludge Building		x 4	
Water Treatment Facility, 701 Northgate Dr.	\$1,275.00	x 4	\$5,100.00
Senior Center, 777 Ainsley Ave.	\$950.00	x 4	\$3,800.00
Fire Admin., 824 Clark Ave.	\$297.50	x 4	\$1,190.00
Fire Station #1, 824 Clark Ave.	\$250.00	x 4	\$1,000.00
Fire Station #2, 1641 Gray Ave.	\$143.75	x 4	\$575.00
Fire Station #3, 795 Lincoln Road	\$279.50	x 4	\$1,118.00
Fire Station #4, 150 Ohleyer Road	\$1,374.50	x 4	\$5,498.00
Fire Station #7, 2855 Butte House Road	\$248.50	x 4	\$994.00
Gauche Aquatic Park, 421 C Street	\$722.00	x 4	\$2,888.00
Little John House, 1300 Franklin Road	\$212.50	x 4	\$850.00
Richland Housing Radio Tower, 384 Miles Ave.	\$174.75	x 4	\$699.00
Sutter Animal Services Authority, 200 Garden Highway	\$599.00	x 4	\$2,396.00
Sandborn Tank, 2280 Lincoln Road	\$181.00	x 4	\$724.00
Lift Station 2, 1125 Market St. (Next to Corp Yard)	\$143.75	x 4	\$575.00
Annual Total			\$52,705.00

Fifty-two thousand seven hundred and five dollars

(above annual total written in words)

**ADDITIONAL REPAIR RATES AS AUTHORIZED BY CITY**

Hourly rate per regular person, hours 8 am to 5 pm, Monday thru Friday	\$140.00
Hourly rate per overtime person, hours includes after hours, weekends, holidays, etc.	\$190.00

It is hereby understood that the above proposal reflects the total cost of HVAC maintenance detailed in the Specifications.

Signature 

Printed Name Brandon Ellis

Title Service Sales Manager