

TOWN OF LOS GATOS
DEPARTMENT OF PARKS AND PUBLIC WORKS
41 MILES AVENUE, LOS GATOS, CA 95030

REQUEST FOR PROPOSAL
FOR SERVICES

HVAC Preventative Maintenance and Repair Services

PROPOSAL SUBMITTAL DEADLINE:

DATE: May 23, 2019

TIME: 5:00 P.M.



REQUEST FOR PROPOSAL

1. INTRODUCTION

The Town of Los Gatos (“Town”) is soliciting Request for Proposals (RFP) from qualified firms to perform contract Heating, Ventilating, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services. The selected proposer will be expected to deliver complete, high-quality services, and to consult and work with Town staff and others who are involved with the services. The award of any contract shall be the sole discretion of the Town. It is the intent to make one award to one Bidder for all requirements. The Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town.

More detailed information on the project is included in Attachment A.

2. ATTACHMENTS

The attachments below are included with this Request for Proposal (“RFP”). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Proposer’s Information Form*

Attachment C – Agreement for Services

Attachment D – Cost Proposal Format*

Attachment E – Schedule of Non-Routine Maintenance Services

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Conference: All interested proposers are required to attend a mandatory pre-bid meeting on Thursday May 9, 2019 at 10:00 a.m. at the Town of Los Gatos Service Center administrative offices located at 41 Miles Avenue.

3.2 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

1. Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.

2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that all information contained in the proposal is true and correct.
4. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.

3.3 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.4 Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Town no later than 5:00 p.m. on May 20, 2019. Correspondence shall be addressed to:

Jim Harbin
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 395-5310
E-mail: jharbin@losgatosca.gov (Preferred)

The Town shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the Town or its representatives.

Responses from the Town to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to sender/s without response.

3.5 Addenda.

Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

- 3.6 Submission of Proposals:
All proposals shall be submitted to:

Jim Harbin
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA, 95030
Telephone: (408) 395-5310
E-mail: jharbin@losgatosca.gov

Proposals must be delivered no later than **5:00 pm on May 23, 2019**. All proposals received after that time will not be accepted.

3.7 Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

4. RIGHTS OF THE TOWN OF LOS GATOS

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers regarding project scope;
- Accept other than the lowest cost offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

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

5. RFP TIMELINE

The Town intends to select a contractor prior to July 1, 2019. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

6. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and the contractor's ability to meet those requirements.

In addition to the items included within this RFP and attachments A-D, the proposal should include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.
- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.
- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

8. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

9. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary," or if disclosure, in the Town's sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer's default under any previous agreement with the Town.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

13. GRATUITIES

No person shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide contractual services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime consultant or subconsultant.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

15. TERM OF AGREEMENT

The initial term of this agreement is anticipated to be for five years beginning July 1, 2019, subject to appropriation of funds, notwithstanding any other provision in this agreement.

16. PREVAILING WAGES

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Contractor is required to post notices on Public Works requirements.

ATTACHMENT A
Scope of Services

SCOPE OF WORK

Locations

The Contractor shall for the term of the contract furnish all labor, equipment, materials and supplies (where indicated) necessary to provide HVAC Services at the following locations:

Facility Name	General Description	Size	Address
Civic Center	Offices, Council Chambers, Dispatch, Museum, Restrooms	35797	110 East Main St
Los Gatos Library	Public Library, Offices, Restrooms	29000	100 Villa Ave
Service Center	Offices, Locker Room, Fueling Station, Restrooms	6600	41 Miles Ave
Police Operations Building	Offices, Locker Room, Holding Cells, Restrooms	12171	15900 Los Gatos Blvd
Adult Recreation Center	Offices, Multi-purpose rooms, Restrooms	12000	208 E. Main St.
Youth Recreation Center	Offices, Multi-purpose rooms, Restrooms	6479	123 E. Main St.
Total Square Footage		102047	

Note: Square footages are provided for general guidance purposes only. Although the Town has used its best efforts to provide accurate square footage information, it makes no assurances that these square footages are correct.

General Specifications

The HVAC preventative maintenance and repair services involve regular preventative maintenance and repair of HVAC equipment at five Town building locations by licensed contractors with properly trained, experienced and qualified personnel. This includes approximately 102,000 square feet of climate-controlled space.

The contract(s) which may result from this Request for Proposals will include, but not be limited to, the following provisions:

- Monthly preventative maintenance of all systems
- 24-hour on-call services for repair of HVAC systems
- Response to and repair of trouble calls within the specified time
- Regular submission to the Town of accurately maintained and detailed work records.
- Add/alternative #1 – General plumbing service response and repair.

Site Specific Specifications

The Contractor shall provide ongoing maintenance and repair of HVAC equipment by duly trained and qualified personnel. During the term of the agreement, the contract shall provide a 24 hour per day, 7 days per week service and force of qualified workers, sufficient to respond to calls at any time and promptly make temporary and permanent repairs.

Emergency Repair Services

The Contractor shall provide and maintain emergency service response on a 24 hour per day, 7 days per week basis, including all holidays, and within a 60-minute arrival window. The Contractor shall have available and readily accessible in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the equipment listed in this specifications document.

Preventative Maintenance

The Contractor shall for the term of the contract furnish all labor, equipment, and materials and perform all work necessary to repair and maintain the heating, ventilating, and air conditioning (HVAC) system at the Civic Center, Adult Recreation Center, Parks and Public Works Service Center, Los Gatos Library, and Police Operations Building. The air and/or hydronic distribution system shall be maintained in an order that will keep the system balanced at all times. The terms of the contract shall be 3 years unless modified by mutual consent. The HVAC system for the purpose of this maintenance specification shall be defined as all heating, ventilating, and air conditioning equipment, and controls therefore included:

Component	Manufacturer	Model Number
	Civic Center	
Chiller (150 Ton) 208 V	Trane Series R Centravac R22	RTHB150A
Air Compressor Belt-(1)BX56	Quincy 2HP 115/230V	QCO20BRS1A
Chilled Water Pump	Bell & Gosset 208/230V	1510 10HP 3BC 8.625 BF
Hot Water Pump	Bell & Gosset 208/230V	1510 3HP 3AC 6.5 BF
Hot Water Heater	A.O.Smith	BIR 255 gallon
Boiler	Durafin 8/19/08	D20000NG-2 Milliom BTU
Air Handler	Trane M-Series Climate Changer	MCCB02SUAOA OUB
Exhaust Fan EF2E	Penn Berry	TUB245C1A9
Refrigerant Monitor R-22	Trane	RMWERP411D01001AD
Air Dryer	Hankinson	HPR10-115 1 CFM
Interface Panel	Trane Summit System	BMTX001AA011
Cooling Tower	BAC	VTO-132-LX
Condenser Water Pump	Bell & Gosset	E1510 10HP 4BD 8.125SSF
Split Unit System	Mitsubishi	Mr. Slim - PUZ-A36NKA7
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Split Unit System	Sanyo	KS1211W
Air Handler	Trane Climate Changer	Type 6
Exhaust Fan #1	Trane	0.5 HP
Air Handler	Trane	
Air Handler	Trane	Climate Changer Type 3
Fan	American Standard	300-364 Size:300
Compact Fan	Trane	16A
Exhaust Fan	American Standard	200-143 1HP
DX Package Unit	Trane	WSC072A3R0A20
Split Unit System	Sanyo	S93CJ024-A
Air Handler	Haakon	AIRPAK
Exhaust Fan	Penn Berry	ES1222C1A9
Split Unit System	York/Trane	GTHCO36AA/2TTB3036A1000AA
Compact Fan	Trane	16A 2HP
Supply Fan - Museum Space	Greenheck	QEID-24-90-A150
Exhaust Fan - Museum Elevator	Greenheck	SE1-8-440-E-X

Component	Manufacturer	Model Number
	Adult Recreation Center	
Air Handler #1	Trane	L8
Air Handler #2	Trane	MUA unit:CSAA003UB
Fan Coils - Room 1-4	Trane Air Handler	Direct Drive H36AL03U
Fan Coils - Rms 212 & 2nd flr hall	Trane Air Handler	Direct Drive B25DL08U
Fan Coils - Rm 5,206,208,211,214,204	Trane Air Handler	Direct Drive B25SAL06U
Fan Coils - Reception & Lobby	Trane Air Handler	Direct Drive FCH130401
Fan Coils - Rm 6,7,203,205	Trane Air Handler	Direct Drive H36AL04U
Boiler	Telldyne Laars	HH0325C
Hot Water Circulation Pump	Bell & Gosset	1/4 HP
2nd Hot Water Pump	Bell & Gosset	3/4 HP
Chilled Water Pump	Bell & Gosset	5 HP
Chiller R-410A 17.6 lbs	Carrier	30 Ton 30RAP0305FA02100
Restroom Exhaust Fan	Dayton	4YC876
Exhaust Fan	New York Blower	V-10121-100
Air Handler	D Air Tech	D-AH-25
Kitchen Hood Fan	Sanyo	1/6 HP

Component	Manufacturer	Model Number
	Youth Recreation Center	
Hot Water Heater		
RPU	York	ZE060K10B1A1AAA1A1
Split System	York - Indoor	YCS48B21S
	York - Outdoor	TM9E080C16MP11

Component	Manufacturer	Model Number
	Police Operations Building	
Hot Water Heater	State High Energy Boiler	SUF130300NEA
Exhaust Fan #1 &5	Greenheck	6B-101-4-X
Exhaust Fan #2	Greenheck	6B-081-4-X
Exhaust Fan #3	Greenheck	SB-81-4-X
Exhaust Fan #4	Greenheck	
Exhaust Fan #6	Greenheck	6-060-DGEX-QD
AC #1	Carrier	48HJR004-F541NB
Split Systems #1 & #2	Mitsubishi	PUY-A36 NHA2
AC #2,#3,& #4	Carrier	48HJS005-F551NB
AC #5	Carrier	48HJR004-F541NB
AC #6	Carrier	48HJS008-MF541NB
AC #7	Carrier	48HJS007-F551NB
Component	Manufacturer	Model Number
	PPW Service Center	
Heat Pumps (3)(Outback)	Bard	WH242-A
Package Unit (Engineering)	Trane	4YCC4048A1090AB
Package Unit (Lunch Room)	Trane	4YCC3048A1096BA
Split System (sign Shop)	Trane XR80	TXC49CC4HPCO
Air Compressor (Mech Shop)	Ingersoll Rand	2545D75
Air Compressor (Sign Shop)	Ingersoll Rand	253 D5
Condenser Unit/Heat (Whitehouse Up)	Payne/Lennox	PA13NR060-H/C16-63-2
Condenser Unit/Heat (Whitehouse down)	Lennox/Lennox	Hs24-6S1-1P/CR16-6S-2
Gas Heater	Reznor	VPT-150

Component	Manufacturer	Model Number
	Los Gatos Library	
Boiler	Aerco Modulex	Unical/Modulex 160 MLX606H
Hot Water Pump #1	Bell & Gosset	1531 2HP
Hot Water Pump #2	Bell & Gosset	1531 2HP
Primary Pump (in line)	Bell & Gosset	86047 3/4 HP
Solar Electric Water Heater	American Water Heater	SE62-119R-0455C 119 gal
Solar Heat Storage EWH	Onicon	Model Sytem #10
Solar WH Closed Loop Device	Heliodyne	016 000
Exhaust Fan	Greenheck	TO01C0x0x000301862
Fresh Air Air Handler	Greenheck	MSX-110-H12-DB
RTU #1	Trane	Intellipac
Condensers (2)	Daikin	R410A 19.8 lbs
Condenser Unit #1	Daikin	R410A 2.2 lbs RX524DVJU
Condenser Unit #2	Daikin	R410A 3.75 lbs RX524 DVJU
Split System washable filter	Daikin	DX FTX524HVJU
Split System washable filter	Daikin	DX FTXS12HVJU
VRV System #1	Daikin	
VRV System #2	Daikin	
VRV System #3	Daikin	
VRV System #4	Daikin	
VRV System #5	Daikin	
VRV System #6	Daikin	FXMQ12PVJU
VRV System #7	Daikin	
VRV System #8	Daikin	
VRV System #9	Daikin	FXMQ24 PUJU
VRV System #10	Daikin	
Underfloor Terminal Units (20)	Price	FDBU Series

Periodic preventative maintenance procedures shall be performed in accordance with manufacturer’s specifications and the following table. Preventative maintenance may be performed early, but the maximum interval between maintenance procedures may not be exceeded.

Description	Max. Interval (months)
Control Systems	
Check Tracer Summit, Daikin, and Syserco building controls and thermostats for proper programming/operation – recalibrate as necessary.	3
Check and reset as necessary fan system temperature controls including coil control valves and dampers.	3
Check air temperature in supply ducts.	3
Check oil level in air compressor – fill as necessary	1
Wash external/internal cooling coils on HVAC units	3

Air Handling Systems

Check fan belts, pulleys, and bearings – change or adjust belts and lubricate as necessary.	3
Lubricate and check functions of all economizers' linkages and louvers.	3
Change air filters.	3

Hot Water Systems

Check pumps, belts, and valves for proper operation – lubricate and adjust or replace belts and pump bearings as necessary.	1
Check for water leaks.	1
Check boiler temperature and pressure setting – adjust as necessary.	1
Check boiler flame and combustion chamber.	1
Inspect flue and evacuation fan for proper function.	3
Check boiler tubes.	3
Descale boiler tubes.	12
Check operation of safety controls and gas valve.	3
Check water treatment for Library system.	3
Flush sediment tanks.	3
Clean out fire box and inspect refractory insulation.	12

Cold Water Systems

Check fans & motor bearings – lubricate as necessary.	3
Check tightness & adjustment of thrust collars on ball-bearing units.	3
Check belt tension and adjust as necessary. Replace belts as needed.	3
Clean all strainers.	3
Check for biological growth in sumps. Clean & flush as necessary.	3
Check spray distribution system.	12
Check and re-orientate nozzles (if necessary), evaporate cooler and industrial fluid coolers with trough-type distribution systems.	3
Adjust and flush out troughs if necessary.	12
Check operating water level and the pan. Adjust float if necessary.	3
Provide appropriate water treatment based on monthly water analysis testing.	3
Check circulation pump operation.	1
Check and clean condensation lines. Use mold prevention tabs	3

Chillers

Log in conditions – supply and fill in log sheets for each chiller	1
Cycle purge and confirm the operation.	3
Visually inspect oil levels and top off if necessary.	1
Verify the refrigerant in the system and add more if needed.	1
Check terminals for tightness.	3
Note unusual noise levels.	3
Check chilled water pumps.	3
Inspect oil for contaminants.	12
Inspect and check for proper function of Dolphin Water Treatment System.	3
Drain cooling tower and clean.	12
Rod chiller condenser coils.	12

Extra Work

No additional extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the Town. Said written authorization is a precedent to the Contractor's entitlement to reimbursement or remuneration for such services. This work shall be performed within a specified time limit established by the Town and for a mutually agreed upon price.

The Town shall retain discretionary right to perform any extra work through the use of Town staff, by negotiated agreement, or to advertise such work by others.

AWARD CRITERIA

General Provision – The award of any contract shall be at the sole discretion of the Town. It is the intent to make an award to one Bidder for all requirements although the Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town. The Town may accept or reject any or all bid proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award of bid is made.

HVAC Preventative Maintenance and Repair Services – The Town will award a contract to the most responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the Town will review the Grand Total for each Bidder as indicated on the Bidder’s Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

Grand Total Bid - The grand total bid shall be calculated by adding the extended prices for all services as listed under Attachment D.

The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the Town. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The Town will review only the grand totals for determination of the lowest Bidder and will confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the Town shall notify all bidders of such error and shall revise such Bidder’s grand total to reflect the corrected sum.

REQUIRED QUALIFICATIONS

Contractors submitting bids must hold both a valid State California C-20 Contractor’s License. License must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the Town, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year HVAC maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). The bid shall include a detailed description of their proposed inventory program along with sample reports.

ATTACHMENT B
Proposer's Information Form

PROPOSER (please print): _____

Address: _____

1st Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

2nd Contact person (Name): _____

Title: _____ Office Tel: _____

Direct/Cell: _____ Fax: _____

Email: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture Partnership Corporation

Year incorporated? _____ In what state? _____

When authorized to do business in California?): _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1 2 3 4 5 6

_____ No Addendum/Addenda Were Received (check and initial)

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,
sign here:**

Proposer's Signature

Proposer's typed name and title

Date: _____

**(2) If Proposer is *PARTNERSHIP* or
JOINT VENTURE, at least (2) Partners
or each of the Joint Venturers
shall sign here:**

Partnership or Joint Venture Name
(type or print)

Signature

Name of Member of the Partnership or Joint Venture
(type or print)

Date: _____

Signature

Name of Member of the Partnership or Joint Venture
Name (type or print)

Date: _____

(3) If Proposer is a CORPORATION,

the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ (Title)

and _____ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity (Town or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

Signature

Name of Member of the Corporation (type or print)

Date: _____

Signature

Name of Member of the Corporation (type or print)

Date: _____

PURCHASE AND SERVICE AGREEMENT

THIS AGREEMENT is dated for identification this 1st day of July, 2019 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and NAME, ("Supplier"), whose address is XXXX. This Agreement is made with reference to the following facts. This contract will remain in effect from July 1, 2019 to June 30, 2024.

I. RECITALS

- 1.1 Town sought proposals for the purchase described in this Agreement, and Supplier was found to be the lowest responsible supplier for this purchase.
- 1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.
- 1.3 The Town desires to engage Supplier to provide HVAC Preventative Maintenance And Repair Services.
- 1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town the items and materials described in Exhibit A, which is attached hereto and incorporated by reference.
- 2.2 Scope of Services. Supplier shall provide services as described in that certain Proposal sent to the Town on XXXX, 2019, which is hereby incorporated by reference and attached as "Exhibit A."
- 2.3 Term and Time of Performance. The effective date of this Agreement shall begin on July 1, 2019 and will continue through June 30, 2024, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.4 Compliance with Laws. The Supplier shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Supplier represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Supplier to practice its profession. Supplier shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.5 Sole Responsibility. Supplier shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.6 Information/Report Handling. All documents furnished to Supplier by the Town and all reports and supportive data prepared by the Supplier under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Supplier's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Supplier in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Supplier shall not make any of these documents or information available to any individual or organization not employed by the Supplier or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Supplier pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Supplier in connection with other projects shall be solely at Town's risk, unless Supplier expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Supplier which is and has been confirmed in writing by Supplier to be a trade secret of Supplier.
- 2.7 Compensation. Compensation for the supplies and materials delivered and for supplier's professional services **shall not exceed \$XXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.8 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos

Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.9 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.
- 2.10 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.11 Independent Contractor. It is understood that the Supplier, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Supplier may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Supplier warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Supplier shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.13 Equal Employment Opportunity. Supplier warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Supplier nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex,

color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Supplier agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Supplier agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Supplier shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Supplier agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Supplier agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Supplier for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of Supplier, premises owned or used by the Supplier. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Supplier's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Supplier's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk Administrator.
- 3.3 Workers' Compensation. In addition to these policies, Supplier shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Supplier shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Supplier, or any of the Supplier's officers, employees, or agents or any sub-contractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.

- 4.4 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.5 Termination of Agreement. The Town and the Supplier shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that fifteen (15) day period.
- 4.6 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.6.1 The applicable California prevailing wage rate can be found at: www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.6.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
- 4.6.3 Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
- 4.6.4 Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate

ratio shall be paid the full journeyman wages for the classification of work performed.

- 4.6.5 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.6.6 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.6.7 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.6.8 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.6.9 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.7 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Supplier.

- 4.8 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.9 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Vendor Name
Address
City, State Zip

OR personally delivered to Supplier to such address or such other address as Supplier designates in writing to Town.

- 4.10 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.11 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Supplier. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.
- 4.11 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement

Town of Los Gatos by:

Service Provider by:

Laurel Prevetti, Town Manager

Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, CMC, Town Clerk

**ATTACHMENT D
 BID PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. Preventive Maintenance

Building	Number of Hours/Month	Monthly Cost
Civic Center		
Adult Recreation Center		
Youth Recreation Center		
Library		
Police Operations Building		
PPW Service Center		

B. Labor Rates for Extra Work, as Required

Labor costs must reflect prevailing wages.

Labor Category	Straight Time (\$ per hour)	Overtime (4 per hour)
Plumbing		

C. Equipment and Vehicle Charges for Extra Work, as Required

Equipment Category	\$ per hour

D. Supply Mark-ups for extra work, as Required

Description	Mark-up

E. Call Out Minimums

Description	Mark-up

F. Addition Information

1. Company Name _____

2. Address from which service will be provided:

3. Location of Shop and Storage Facility (must be within 20 miles from Town limits:

4. Number of years providing the specified service: _____

5. Business Organization (Check One):

Individual Proprietorship ____

Partnership ____

Corporation ____

Other _____

If incorporated, provide the following information:

Date of incorporation: _____ State of incorporation: _____

Names and titles of all officers and directors:

If an individual or partnership, provide the following information:

Formation date of company: _____

Name and address of all partners, indicating whether they are general or limited partners:

6. List the names, titles, and qualifications of the key personnel who will perform work under this contract as well as their roles in relation to the contract. Identify the primary technician to be designated for the Town. Include their certifications, experience, and training.

7. Indicate whether proposer has ever failed to complete any contract awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

8. Indicate whether proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

9. List subcontractors, if any, who will perform work under this contract. Attach additional sheets, if necessary.

Company _____

Location _____

Describe work to be contracted _____

Company_____

Location_____

Describe work to be contracted: _____

Company_____

Location_____

Describe work to be contracted: _____

10. List three organizations for whom proposer performed similar services of a similar scope in the last three years.

Organization_____

Location_____

Contact Person_____ Phone_____

Describe work performed by proposer_____

Date work performed_____

Organization_____

Location_____

Contact Person_____ Phone_____

Describe work performed by proposer_____

Date work performed_____

Organization _____

Location _____

Contact Person _____ Phone _____

Describe work performed by proposer _____

Date work performed _____

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

SIGNATURE

Signature Title

Name (printed or typed) Date

Telephone Fax

Tax ID Number Los Gatos Business License Number