

CITY OF MANHATTAN BEACH REQUEST FOR PROPOSAL

RFP No. 1258-21

**CITYWIDE HVAC MAINTENANCE AND WARRANTY
SERVICES**

RELEASE DATE: July 19, 2021



Dru Leonard

Buyer

(310) 802-5569

DEADLINE FOR QUESTIONS: July 28, 2021

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/citymb>

1. LEGAL NOTICE

1.1. Request for Proposal

PROPOSAL NUMBER: 1258-21

PROPOSAL TITLE: Citywide HVAC Maintenance and Warranty Services

REQUESTING DEPARTMENT: Purchasing Division

RELEASE DATE: Monday, July 19, 2021

DUE DATE: Wednesday, August 11, 2021 at 3:00 pmPST

Notice is hereby given that proposals will be received via the City's e-Procurement Portal, Procurenow (<https://secure.procurenow.com/portal/citymb>).

Sealed proposals must be submitted via the City's e-Procurement Portal. Proposals will be received until 3:00 pm PST on Wednesday, August 11, 2021.

Proposals will be evaluated for compliance with specifications and subsequent recommendation to the City Council for award of bid or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline will not be accepted. Faxed or emailed proposals are not acceptable.

Please direct any inquiries regarding this RFP through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, July 28, 2021 by 12:00 pm.

Dated: Monday, July 19, 2021

Dru Leonard, Buyer

2. INTRODUCTION

2.1. Summary

The City of Manhattan Beach ("City") invites sealed proposals on the project described herein to be submitted via the City's e-Procurement Portal, Procurenw. Proposals will be received until 3:00 pm on Wednesday, August 11, 2021.

2.2. Contact Information

Dru Leonard

Buyer

Email: dleonard@citymb.info

Phone: [\(310\) 802-5569](tel:(310)802-5569)

Department:

Purchasing Division

2.3. Timeline

Release Project Date	July 19, 2021
Pre-Proposal Meeting (Mandatory)	July 26, 2021, 8:00am 1400 Highland Avenue Manhattan Beach, CA 90266
Question Submission Deadline	July 28, 2021, 12:00pm
Proposal Submission Deadline/Opening	August 11, 2021, 3:00pm https://secure.procurenw.com/portal/citymb

3. INSTRUCTION TO PROPOSERS

3.1. Submittal of Proposals

All Proposals must be submitted via the City's e-Procurement Portal, [ProcureNow](#).

3.2. Questions

All questions related to this RFP shall be submitted in writing through the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, July 28, 2021 by 12:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

Proposers shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to <https://secure.procurenow.com/portal/citymb>, click on "Submit Response", and follow the instructions to submit the electronic proposal.

3.3. Addenda

The City may, from time to time, issue Addenda to the Contract Documents. Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons on record as following this RFP. Failure of any bidder to receive any such addenda or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

3.4. Pre-Proposal Meeting

All proposals are encouraged to conduct a site visit to become familiar with the project/location.

3.5. Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Proposer" "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

3.6. Proposal Withdrawal

Proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in ProcureNow. A proposal may be withdrawn without prejudice with the responding firm being able to submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening. Proposals must remain valid and shall not be subject to withdrawal for 90 Days after the Proposal opening date.

3.7. Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802- 5567.

3.8. The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Notice Inviting Proposals, the vendor Proposal, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of City and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

3.9. Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

3.10. Proposal Form

- No telephone or facsimile proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposerr and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- Blank spaces in the Proposal must be properly filled in using ink or typewriter.
- The phraseology of the proposer must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the Proposal by the proposer.
- Proposers are invited to attend the proposal opening at the date and time City advised above.
- Proposal results are available by calling the office of the Purchasing Agent at (310) 802-5569.

4. SCOPE OF WORK

4.1. Summary

The City of Manhattan Beach is requesting proposals from professional Heating, Ventilation, and Air Conditioning (HVAC) contractors for the overall maintenance and warranty of the City's HVAC systems for all City properties. The full coverage maintenance shall be defined as the maintenance, adjustment, repair and/or replacement of any part of the HVAC systems. This shall include, but not be limited to, any and all plumbing, wiring, control devices, sensors, boilers, chillers, compressors, thermostats and ducting, that is utilized for the HVAC systems. Please note it is estimated that the City Hall building will receive new HVAC equipment by 6/30/22. This new HVAC equipment at City Hall will consist of chillers, air handlers, package units, and split systems. In addition, the current HVAC equipment list has been included in this RFP for your reference. Lastly, the City is looking for an annual lump sum fee for the Citywide HVAC maintenance and warranty services.

4.2. HVAC Equipment Audit

Perform a citywide equipment audit within 60 days of the start of the award of the contract. Use the report findings generated to complete an inventory of the existing HVAC equipment, controls, ducting and hardware including life cycle schedule, current condition, updated manufacturer information and recommended manufacturer maintenance schedule and any other pertinent information. The digital report must identify the maintenance, replacement and/or adjustment intervals for the various components of the HVAC systems. Include on this form: the date of service, type of service, person performing the service, and the next scheduled date of service. Lastly, include the materials, quantities, and sizes of materials used.

4.3. Software Support

Contractor will maintain the present systems within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. City Hall and the Public Safety Facility are currently the only facilities with BACnet compatible equipment. This may include providing software patches, revisions and/or bug fixes to standard Contractor software that may be periodically created by Contractor to maintain present system operations.

4.4. Emergency Services

The HVAC maintenance requirements under this RFP are designed to minimize the incidence of emergency situations. However, should an emergency arise, Contractor personnel will assess the situation either by phone and/or remote diagnostics as needed and will determine the required course of action for the City. If it is determined that a site visit is required, Contractor will arrive at the City site within four (4) hours .

4.5. Reporting

Utilizing the HVAC equipment audit report, monthly report updates must be provided to the City including all service, maintenance, repairs, parts and replacements.

In conjunction with the HVAC equipment audit report, an annual report must be submitted to the City within 30 days of the end of the City's fiscal year (which ends on June 30). The annual report to the City should include, but not be limited to the following: statistics outlining total service repairs performed, total replacements performed, locations requiring service over and above the maintenance schedule and any notable occurrences. City may add reasonable requirements to this report during the term of the contract.

4.6. General Maintenance and Warranty of HVAC Equipment

The general maintenance and the warranty of the HVAC equipment is as follows:

When reviewing the maintenance and warranty HVAC requirements below there may be a conflict with the manufacturer's suggested maintenance requirements, when this occurs the more stringent requirement will supersede.

1. APPURTENANT DEVICES AND SYSTEMS: The Contractor's responsibility to provide preventative and predictive maintenance shall not be limited to only the major components as referenced on "HVAC Equipment List", but shall also include all appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system.

a) HEATING SYSTEM: Boilers, burners, furnaces, pumps, cleaning of heating coils, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, etc.

b) COOLING SYSTEM: Air conditioning compressor(s), evaporative condensers, air cooled condensers, pumps, water chillers, cleaning of cooling coils, etc.

c) AIR HANDLING SYSTEM: Fans, motors, air grills (cleaning), registers (cleaning), air filters, dampers, induction units, mixing boxes, fan coil units, electric heat elements, etc.

d) MISCELLANEOUS EQUIPMENT: Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, and refrigerant.

e) MISCELLANEOUS EQUIPMENT includes all parts, labor and materials necessary to make the repairs or the necessary replacement of any units, including:

- Water circulating pumps pertaining to heating and cooling systems;
- Water Regulating Valves;
- Float Valves;
- Hand Valves;
- Supply and Exhaust Fans;
- Electric Motors;
- Belts;
- Electric Starters (all);

- Heating Coils; (cleaning only)
- Cooling Coils; (cleaning only)
- Belt Drives;
- All water Strainers;
- Capacity and Safety Devices with controls
- Unit Heaters;
- Fan Cabinets, Air Handling Units;
- Boilers and Controls;
- Compressors; and
- Air Cooled Condensers.

2. PARTS AND COMPONENT REPLACEMENT: Contractor will repair or replace any worn, defective, or doubtful components on parts that are part of the maintained systems covered as part of this agreement. There will be no additional cost to the City for these replacements.

(a) In order to maintain standardization and integrity of the existing equipment and control system, all components must be repaired, and/or replaced with new parts, components, or devices as may be recommended or approved by the original equipment manufacturer(s).

(b) When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent, compatible, and approved for use by the original equipment manufacturer, the newer device may be used as the replacement.

(c) The Contractor may not make any modification to the existing system that will violate the Underwriter's Laboratory listing and approval requirements as a system. (d) All miscellaneous parts and supplies necessary to maintain the HVAC system and equipment shall be supplied by the Contractor and included in the cost of the service program.

(e) The Contractor shall not be responsible for repair or replacement due to misuse of the equipment by others, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear of the equipment.

(f) The Contractor shall provide and maintain a parts supply located in a secure, designated area at the City jobsite. Access to this storage area will be restricted to the Contractor, and City Facilities Supervisor. Critical, unique, or frequently used parts and supplies shall be stocked therein. This equipment shall remain the property of the Contractor until used and/or installed in the environmental systems.

3. PREVENTIVE AND PREDICTIVE MAINTENANCE:

(a) System analysis will be performed on the equipment covered under this agreement to detect early signs of deteriorating performance and to predict potential equipment failures. Upon identifying potential problem areas, Contractor shall complete corrective action as required and outlined in this

specification. All preventive maintenance services shall be completed in accordance with the service schedule included in this contract specification.

(b) The specific general maintenance services described below apply to the covered equipment, and shall be completed a minimum of four (4) times per year , including startup and shutdown, unless otherwise determined by either equipment run time or a frequency determined from consideration of manufacturer's recommendations, equipment operation, application, location, or criticality of end use.

(c) The Contractor shall control and adjust the scheduling intervals for required preventive maintenance and task functions to be performed by either / both calendar periods and operating hours (runtime) as pertinent to each piece of equipment. Any changes to the initial service schedule shall be approved in writing by the City.

(d) After each preventive maintenance service call is completed, a service report shall be furnished to City's designated representative for digital signature.

(e) Minimum services to be provided at each scheduled service interval (to be performed quarterly except as noted) for the HVAC mechanical systems and equipment shall include:

(i) THERMOSTATS AND TEMPERATURE CONTROLLERS

- (1) Remove cover and remove foreign particles
- (2) Clean the cover
- (3) Check set point of control
- (4) Check throttling range and reset
- (5) Calibrate as necessary
- (6) Check all pilot bleed ports
- (7) Check general condition

(ii) ELECTRICAL COMPONENTS

- (1) Energize relay to ensure operation, replace if needed
- (2) Inspect contactors and clean if required
- (3) Check pressure switches
- (4) Check overloads

(iii) DAMPERS

- (1) Lubricate dampers
- (2) Check for proper travel and close off, adjust as required
- (3) Tighten linkage and ball joints
- (4) Check operations bellows

(iv) ELECTRIC MOTORS

- (1) Check motor mounting and tighten if necessary
- (2) Check motor pulley for security, alignment, and tighten if necessary
- (3) Check bearing wear
- (4) Check belt wear, replace if needed
- (5) Check wiring and conduit (motor to starter) for condition
- (6) Check electrical connections and tighten
- (7) Check rotation of motor
- (8) Check motor for excessive heat and noise
- (9) Check air passages and windings
- (10) Check starter and clean/tighten contacts
- (11) Oil or grease motor bearings as required
- (12) Measure voltage and current draw and record

(v) AIR COMPRESSORS

- (1) Change the crankcase oil
- (2) Oil the compressor motors
- (3) Lubricate packing as required, replace as required
- (4) Check for moisture, oil or dirt in the lines
- (5) Clean the intake air filter, felt, and screen types
- (6) Clean the compressor belt
- (7) Clean the pressure relief valve
- (8) Replace cartridge-type, intake air-filter

(vi) REFRIGERATION COMPRESSORS

- (1) Check oil condition and level
- (2) Check for oil leaks
- (3) Check refrigerant charge and condition
- (4) Check condition and alignment of compressor drive
- (5) Check for unusual noises and vibration
- (6) Check refrigeration compressor and refrigeration piping for leaks

(7) Check operation of safety and capacity controls for proper operation, including high and low pressure cut-outs

(8) Check compressor mounting, and tighten if needed

(9) Check condition of refrigerant insulation

(10) Lubricate per manufacturer's instruction

(11) Perform start-up procedure per manufacturer's recommendation

(12) Perform efficiency test(s) (suction and head pressure and records results)

(vii) EVAPORATORS

(1) Check and clean tubes and fins as required

(2) Inspect and wash coils

(3) Check for rust and scale

(4) Check and paint if required

(viii) CONDENSATE DRAINS

(1) Inspect/clean drain pan

(2) Inspect/clean drain line

(ix) IR COOLED CONDENSERS

(1) Check fan for corrosion and wear

(2) Check fan blade and clean dirt accumulation

(3) Lubricate fan bearings and check for end play, excessive bearing temperature and unusual bearing wear

(4) Clean finned coil surfaces

(5) Check coil for damage or leaks

(6) Straighten bent fins

(7) Check pipe clamps for security and vibration

(8) Lubricate motor bearings

(9) Examine motor mount resiliency

(10) Tighten all electrical connections

(11) Inspect motor starter coils and contact

(12) Note general condition of enclosure, inspect for corrosion, deterioration, and damage. Tighten bolts and screws

(x) HOT WATER PUMPS

- (1) Check pump head for operation, wear, and capacity
- (2) Check mechanical seal or stuffing box for leaks
- (3) Check motor and pump mounting – tighten
- (4) Check attached piping insulation and repair if necessary
- (5) Check wiring and conduit for condition from motor to starter
- (6) Inspect all hand valves for proper operation and leaks
- (7) Check and lubricate motor and pump head bearings
- (8) Check motor pump coupling for alignment, condition, and security to shaft

(xi) AIR HANDLERS

- (1) Check blower mounting and tighten if necessary
- (2) Check shaft alignment to motor
- (3) Check blower pulley for security to shaft
- (4) Check blower belt for condition and tension – adjust or replace
- (5) Check blower rotation
- (6) Oil or grease blower bearing
- (7) Check blower scroll for dirt and clean
- (8) Check housing for rust and repair as necessary
- (9) Check coil faces
- (10) Note general condition of enclosure, inspect for corrosion, deterioration and damage, and tighten bolts and screws

(xii) HOT WATER BOILERS

- (1) Record and report abnormal conditions, measurements taken
- (2) Drain boiler as required to perform tests and inspections
- (3) Verify operation of makeup water system
- (4) Inspect condition of flues and report
- (5) Inspect refractory and firebrick for defects and report
- (6) Visually inspect boiler exterior for possible leaks and report
- (7) Clean or replace sight glass

- (8) Inspect all electrical connections for tightness
- (9) Verify accuracy of temperature gauges
- (10) Inspect air lines for obvious problems
- (11) Inspect wire insulation for signs of overheating, burns
- (12) Verify accuracy of pressure gauges
- (13) Report boiler condition and repair requirements (if any)
- (f) ADDITIONAL Contractor RESPONSIBILITIES SHALL INCLUDE:
 - (i) Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
 - (ii) Clean all components of built-up dust, old lubricants, etc. to allow the equipment to function as designed.
 - (iii) Paint all equipment as needed to prevent and protect against corrosion and deterioration.
 - (iv) Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
 - (v) Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
 - (vi) Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
 - (vii) Repair or replace the device should the above maintenance not be adequate.
 - (viii) Overhaul and tear down major pieces of equipment such as refrigeration compressors, water chillers, boilers, etc. periodically based on accumulated operating hours, to prevent breakdowns and to improve operational conditions.
 - (ix) Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to ensure that it operates to original design specifications.
- (g) AIR FILTER SERVICE AND AIR FILTRATION EQUIPMENT: Pre-filters, frame filters, pouch filters, fan coil filters, automatic roll-type filters and bag filters. Minimum services to be provided include:
 - (i) The Contractor shall provide, install and regularly change all air filters as a frequency dictated by dirt conditions, but no less than four (4) times per year for frame media, and as often as necessary for roll-type media.
 - (ii) Filter media (frame or roll type systems) shall be with an average AFI gravimetric rating of not less than 70% efficiency.
 - (iii) Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shedding and blow through for maximum efficiency and shall be of the fire retardant type of at least Class 2 rating. Efficiency of 40 percent on pleated filters and 90 percent on bag filters.

(iv) Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.

(h) AIR FILTER SERVICE AND AIR FILTRATION EQUIPMENT: Pre-filters, frame filters, pouch filters, fan coil filters, automatic roll-type filters and bag filters. Minimum services to be provided include:

(i) The Contractor shall provide, install and regularly change all air filters as a frequency dictated by dirt conditions, but no less than six (6) times per year for frame media, and as often as necessary for roll-type media.

(ii) Filter media (frame or roll type systems) shall be with an average AFI gravimetric rating of not less than 70% efficiency.

(iii) Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shedding and blow through for maximum efficiency and shall be of the fire retardant type of at least Class 2 rating. Efficiency of 40 percent on pleated filters and 90 percent on bag filters.

(iv) Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.

(i) WATER TREATMENT SYSTEM equipment includes: Hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.

(i) The Contractor shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.

(ii) The chemicals provided must meet OSHA, Environmental Protection Agency and OEQC and any other governmental regulations and/or requirements for safety to personnel and the environment. All chemicals supplied must be biodegradable, and all discharged effluents must be non-polluting. Contractor to provide City staff with access to the most recent MSDS (Material Safety Data Sheets) for all chemicals used for each service location.

(iii) Contractor shall maintain all necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to maintain this monitoring equipment shall be supplied by the Contractor and shall be included in the cost of the service program.

(iv) The Contractor shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services as outlined above.

(v) For hot water heating systems and chilled water systems, the Contractor shall:

(vi) Drain system of existing water and chromate compound;

(vii) Refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate corrosion inhibitor such as the borate nitrite type. It shall be acceptable to all Federal, State, Local governmental regulations/requirements.

(j) PERIODIC TESTS:

(i) Perform quarterly vibration analysis of the equipment to be maintained. This analysis shall be made on all equipment above one (1) HP. The analysis shall be provided as a digital report showing the vibration measured.

(ii) An infrared scanner shall be used for a site inspection at least semiannually to evaluate the condition of all portions of mechanical system to include, but not limited to, all motors, pumps, chillers, boilers, motor starters, and electrical panels for proper predictive/preventive maintenance.

(iii) Contractor shall perform spectrochemical analysis of refrigeration compressor oil to determine the concentration levels of each of the following chemicals: aluminum, antimony, barium, boron, cadmium, calcium, chromium, copper, iron, lead, magnesium, molybdenum, nickel, phosphorous, silicon, silver, sodium, tin, titanium, and zinc.

(iv) This analysis will consist on a minimum of the following four (4) tests:

(1) Total Acid (ASTMD 664)

(2) Viscosity (ASTMD 445)

(3) Water Content (ASTMD 1744)

(4) Total Solids (ASTMD 91)

(v) Oil analysis shall be performed by Contractor annually at the beginning of March by a qualified laboratory. Contractor shall provide City with a detailed report of said analysis.

(vi) Boiler flue-gas analysis shall be performed by Contractor at the start of each Fall season with an Electric Flue Gas Analyzer to determine the proper energy efficiency of boiler burner system to maximize burner efficiency and Contractor shall provide City with a detailed report of said analysis.

(k) ZONE TEMPERATURE CONTROL SYSTEMS: Covered zone temperature control equipment shall also include: thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, and air compressors.

5. EVALUATION PROCESS

5.1. Evaluation Process Overview

Vendors will be evaluated based on the criteria provide in the solicitation document.

5.2. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

6. TERMS OF CONTRACT

6.1. Term of Contract

The term of this Contract shall be for a period of three (3) year(s), beginning from the Effective Date, unless sooner terminated and has the possibility of two (2) additional one (1) year renewals.

7. TERMS AND CONDITIONS

7.1. Cost Liability

The City assumes no responsibility and bears no liability for costs incurred by bidders for any costs incurred in the preparation and submittal of a proposal. Further, this request does not obligate the City to accept or contract for any expressed or implied services.

7.2. General Conditions

The City will not reimburse respondents to this Invitation to Bid for any costs incurred in the preparation and submittal of the proposal. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposal during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected Contractor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

7.3. Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

7.4. Payments and Invoicing

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City. The City will not remit payment without an invoice.

Vendor can send invoices to invoices@citymb.info or mail to:

City of Manhattan Beach
Attn: Accounts Payable
1400 Highland Ave.
Manhattan Beach, CA 90266

Invoice shall be submitted on standard company forms on a monthly basis (if applicable) and shall contain the following information: (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, (5) the purchase order or contract number, (6) total amount requested, (7) contractors tax ID number, (8) packing slip, and (9) if applicable, City contact name.

Payment will be made after invoice approval by the Contract Administrator, subject to the routine processing requirements of the City. Questions regarding the payment process can be emailed to invoices@citymb.info.

7.5. Manufacturer's Warranty

Bids shall be accompanied by a copy or description of the manufacturer's warranty for the item(s) proposed. The description shall include the length and scope of the warranty, and will be evaluated as a factor in award of bid.

7.6. Authorized Distributor/Dealer

Any successful bidder must be an Authorized Distributor/Dealer for the product offered. The City reserves the right to request documentation at any time.

All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the goods shall remain with the vendor until delivered to and accepted by the City. The City may reject any goods that do not conform to the terms and conditions. Any goods rejected may be returned to the vendor at their risk and expense.

7.7. Business License

The successful Contractor will be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

7.8. Licenses

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall pay all fees resulting there from.

7.9. Government Regulations

The bidder shall comply with all Federal, State, City, and local regulations/laws pertaining to the Citywide HVAC Maintenance and Warranty Services.

7.10. Errors/Omissions

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

7.11. Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- A. When such performance is prevented by operation of law.
- B. When such performance is prevented by an irresistible superhuman cause.
- C. When such performance is prevented by an act of the public enemies of the United States of America, or the City of Manhattan Beach, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.

- D. When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
1. Appropriation of use thereof by the Federal Government or,
 2. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions herein will cause the bid to be rejected.

7.12. Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the City, at its option, may terminate or cancel the contract, and at the expense of the Contractor, complete the contract with an alternate Contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

7.13. Conflict of Interest

It shall be the duty of the Contractor to comply with all applicable and City and federal laws relating to the prohibited conflicts of interest. As part of its response to the RFP, the Contractor shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve calendar months immediately preceding and including, the date the Contractor's response to the RFP is filed. In addition, the Contractor shall disclose in writing, any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contacts for the project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of the contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

7.14. Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

7.15. Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medicaid or any other federal or City funded health care program, or from receiving Federal funds as listed in

the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or City funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

7.16. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the City certification, such prospective participant shall attach an explanation to this bid.

7.17. Protest Procedures

The City will accord all prospective vendors fair and equal consideration in the solicitation and award of contracts. Any bidder or proposer may protest the solicitation process (10 working days prior to bid opening), the amendment (10 working days prior to bid opening or 5 working days after amendment issuance, whichever is later), or evaluation process (5 calendar days after notification of award or publicly posted); however, protests must be filed in writing within the above time frames. Protests must include name, address, telephone number and email address of the protester and/or the person representing the protesting party. The protest must provide in detail, all grounds for the protest including all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest. Any protest not conforming to these requirements may be rejected as invalid. Additional information from the protester may be requested by the Department Director or designee.

Protests will be considered and either sustained or denied, in part or in whole, by the Department Director or designee. When sustained, the awarding authority may, based on the evidence presented reject all bids and order a re-solicitation or recommend an alternate award. Once a protest has been filed, no solicitation shall be awarded until a final determination on the protest has been issued. Protests not meeting the above time frames shall be considered untimely and may be denied on that basis.

A protest decision should ordinarily be written and published within 10 working days of protest receipt. However, the response period may be extended if additional time is required to evaluate information pertinent to the protest.

Decisions of the Department Director or designee may be appealed to the City Manager, or designee, by the protester within 5 working days after the decision is issued to the protester. The City Manager's

decision, generally within 15 working days, shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

7.18. Contract

No agreement shall be binding upon the City until a Contract is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer.

7.19. Contract Termination

The City of Manhattan Beach may terminate without cause at any time. The Contractor may cancel the contract upon 30 days written notice

7.20. Termination for Default

The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the Contractor by the Purchasing Manager. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

7.21. Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the Contractor as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order

7.22. Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

7.23. Registration with the Department of Industrial Relations

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

7.24. Prevailing Wage

In accordance with Labor Code Section 1770 et seq., the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

8. **VENDOR QUESTIONNAIRE**

8.1. Authorized Person(s)*

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

Name

Title

Phone Number

Email Address

*Response required

8.2. Type of Business*

Please provide how your business is categorized.

*Response required

8.3. Type your Legal Company Name here*

Please enter your Legal Company Name in the associated link and attach a copy showing "Active" status. This will be verified against the State's database.

*Response required

8.4. Warranty*

Please provide any warranties on product(s) and/or service(s).

If you do not provide a warranty, please type "N/A".

*Response required

8.5. Delivery*

Please provide the lead time for delivery and any additional information regarding your delivery process.

*Response required

8.6. Contractors State License Board (CSLB) Number Submission*

Please enter your License Number here. This will be verified against the state database

(Business and Professions Code Section 7028.15). It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license.

*Response required

8.7. Federal Debarment*

Is your company on the Federal debarment list?

☐ Yes

☐ No

*Response required

8.8. Federal Debarment Document*

Please upload your Federal Debarment document. This can be found at
<https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

*Response required

8.9. Maintenance Services Sample Agreement*

Please confirm you have downloaded and reviewed the City of Manhattan Maintenance Services Sample Agreement.

- [City MB Maintenance Service...](#)

*Response required

8.10. Required Documents*

Please confirm the contractor has uploaded all the required documents below:

Understanding the Scope of Work

Qualifications and Experience

Qualifications, Experience, and Availability of Proposed Staff

References

Proposed Methodology for Completing the Scope of Work

Lump sum cost proposal

☐ Please confirm

*Response required

8.11. Understanding the Scope of Work*

Please upload all documents pertaining to understanding the scope of work for this project.

*Response required

8.12. Qualifications and Experience*

Please upload all documents pertaining to the contractor's qualifications and experience.

*Response required

8.13. [Qualifications, Experience, and Availability of Proposed Staff*](#)

Please upload all documents pertaining to the contractor's qualifications, experience, and availability of proposed staff/subconsultants.

*Response required

8.14. [References*](#)

Please upload references pertaining to the contractor's past projects. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

*Response required

8.15. [Proposed Methodology for Completing the Scope of Work*](#)

Please upload all documents pertaining to the proposed methodology for completing the scope of work.

*Response required

8.16. [Cost*](#)

Please upload all documents pertaining to the contractor's lump sum annual price.

*Response required



City of Manhattan Beach
Purchasing Division
Dru Leonard, Acting Purchasing Supervisor
1400 Highland Ave, Manhattan Beach, CA 90266

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

RESPONSE DEADLINE: August 13, 2021 at 3:00 pm

Report Generated: Saturday, August 28, 2021

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Golden West Heating & Cooling	Honeywell Building Solutions	Staples & Associates, Inc. dba Staples Energy
Authorized Person(s)	Pass	Pass	Pass
Type of Business	Pass	Pass	Pass
Type your Legal Company Name here	Pass	Pass	
Warranty	Pass	Pass	Pass
Delivery	Pass	Pass	Pass
Performance and Payment Bond	No Response	No Response	No Response
Warranty or Maintenance Bond	No Response	No Response	No Response
Contractors State License Board (CSLB) Number	No Response	No Response	No Response
Contractors State License Board (CSLB) Number Submission	Pass	Pass	Pass
California Department of Industrial Relations Registration	No Response	No Response	No Response
Federal Debarment		Pass	
Federal Debarment Document		Pass	

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Question Title	Golden West Heating & Cooling	Honeywell Building Solutions	Staples & Associates, Inc. dba Staples Energy
Maintenance Services Sample Agreement	Pass	Pass	Pass
Required Documents	Pass	Pass	Pass
Understanding the Scope of Work	Pass	Pass	Pass
Qualifications and Experience	Pass	Pass	Pass
Qualifications, Experience, and Availability of Proposed Staff	Pass	Pass	
References	Pass	Pass	
Proposed Methodology for Completing the Scope of Work	Pass	Pass	
Cost	Fail	Pass	

PHASE 1

EVALUATORS

Name	Title
Sean Roberts	Facilities Supervisor

EVALUATION CRITERIA

Criteria	Description	Scoring Method	Weight (Points)
Understanding Scope of Work		Points Based	10 (11.4% of Total)

EVALUATION TABULATION

Request for Proposal - Citywide HVAC Maintenance and Warranty Services

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EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Criteria	Description	Scoring Method	Weight (Points)
Contractor's Qualifications and Experience		Points Based	12 (13.6% of Total)
Qualifications, Experience, and Availability of Proposed Staff		Points Based	12 (13.6% of Total)
References	These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.	Points Based	20 (22.7% of Total)
Proposed Methodology for Completing the Work	or Effectiveness of Proposal	Points Based	12 (13.6% of Total)
Cost		Points Based	22 (25% of Total)

AGGREGATE SCORES SUMMARY

Vendor	Sean Roberts	Total Score (Max Score 88)
Golden West Heating & Cooling	30	30
Honeywell Building Solutions	71	71
Staples & Associates, Inc. dba Staples Energy	29	29

VENDOR SCORES BY EVALUATION CRITERIA

EVALUATION TABULATION

Request for Proposal - Citywide HVAC Maintenance and Warranty Services

Page 3

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Vendor	<u>Understanding Scope of Work</u> Points Based 10 Points (11.4%)	<u>Contractor's Qualifications and Experience</u> Points Based 12 Points (13.6%)	<u>Qualifications, Experience, and Availability of Proposed Staff</u> Points Based 12 Points (13.6%)	<u>References</u> Points Based 20 Points (22.7%)	<u>Proposed Methodology for Completing the Work</u> Points Based 12 Points (13.6%)	<u>Cost</u> Points Based 22 Points (25%)	Total Score (Max Score 88)
Golden West Heating & Cooling	6	7	6	4	5	2	30
Honeywell Building Solutions	9	10	11	15	10	16	71
Staples & Associates, Inc. dba Staples Energy	5	3	2	2	6	11	29

INDIVIDUAL PROPOSAL SCORES

Golden West Heating & Cooling	
Understanding Scope of Work Points Based 10 Points (11.4%)	
Sean Roberts: 6	
Acceptable	
Contractor's Qualifications and Experience Points Based 12 Points (13.6%)	
Sean Roberts: 7	
Acceptable	
Qualifications, Experience, and Availability of Proposed Staff Points Based 12 Points (13.6%)	

EVALUATION TABULATION

Request for Proposal - Citywide HVAC Maintenance and Warranty Services

Page 4

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Sean Roberts: 6

Looks like they have an experienced staff.

References | Points Based | 20 Points (22.7%)

Sean Roberts: 4

Acceptable

Proposed Methodology for Completing the Work | Points Based | 12 Points (13.6%)

Sean Roberts: 5

Acceptable

Cost | Points Based | 22 Points (25%)

Sean Roberts: 2

Cost proposal is far greater than other vendors. More than double.

Honeywell Building Solutions

Understanding Scope of Work | Points Based | 10 Points (11.4%)

Sean Roberts: 9

Honeywell has been with the City for several years.

Contractor's Qualifications and Experience | Points Based | 12 Points (13.6%)

Sean Roberts: 10

Proven track record of service techs,

Qualifications, Experience, and Availability of Proposed Staff | Points Based | 12 Points (13.6%)

EVALUATION TABULATION

Request for Proposal - Citywide HVAC Maintenance and Warranty Services

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Sean Roberts: 11

Proven track record of service techs,

References | Points Based | 20 Points (22.7%)

Sean Roberts: 15

Honeywell has several services contracts with other local City's

Proposed Methodology for Completing the Work | Points Based | 12 Points (13.6%)

Sean Roberts: 10

Proven track record of service techs,

Cost | Points Based | 22 Points (25%)

Sean Roberts: 16

This proposal is competitive with their qualifications.

Staples & Associates, Inc. dba Staples Energy

Understanding Scope of Work | Points Based | 10 Points (11.4%)

Sean Roberts: 5

Acceptable

Contractor's Qualifications and Experience | Points Based | 12 Points (13.6%)

Sean Roberts: 3

The company looks like a National maintenance firm that has local contractors?

Qualifications, Experience, and Availability of Proposed Staff | Points Based | 12 Points (13.6%)

EVALUATION TABULATION

Request for Proposal - Citywide HVAC Maintenance and Warranty Services

EVALUATION TABULATION

RFP No. 1258-21

Citywide HVAC Maintenance and Warranty Services

Sean Roberts: 2

They only list one tech and one manager.

References | Points Based | 20 Points (22.7%)

Sean Roberts: 2

The list is old and no current customers. Also it shows a list of San Diego customers. Nothing local.

Proposed Methodology for Completing the Work | Points Based | 12 Points (13.6%)

Sean Roberts: 6

Acceptable

Cost | Points Based | 22 Points (25%)

Sean Roberts: 11

Acceptable