



COSUMNES COMMUNITY SERVICES DISTRICT

REQUEST FOR PROPOSALS (RFP)

FOR

**Heating-Ventilation-Air Conditioning (HVAC)
Maintenance and Repairs
Bid #DA-22-011**

Release Date: July 5, 2021

Proposal Deadline: August 5, 2021, at 12:00 PM

Proposals must be received via email at the email address below by deadline.

*Justin Ellermeyer, Facilities Manager
Email: JustinEllermeyer@yourcsd.com
Phone: 916-405-7183*

*Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624*

SECTION 1 – PURPOSE

Cosumnes Community Services District (“District”) is seeking bids from qualified contractors to furnish all labor, materials, parts, equipment, and all work necessary and incidental to perform preventative maintenance and year-long service/repairs of all heating-ventilating-air conditioning (HVAC) equipment as outlined in the attached **Exhibit “A”** - Scope of Work – HVAC Maintenance and Repairs, **Exhibit “B”** - Periodic Maintenance Service Schedule, and **Exhibit “C”** – Facility HVAC Bid Sheet and Site Locations Excel Spreadsheet. The District operates approximately 122 different HVAC units that cool approximately 239,000 square feet of conditioned space between 28 different facilities. All equipment and facilities are in the City of Elk Grove, or the City of Galt, on or in District owned properties, such as fire stations, recreation centers, and other public facilities.

Contract Term

The District intends to enter a three (3) year agreement with the District’s right to renew agreement for two (2) additional one (1) year periods, upon the same terms and conditions as provided in the contract.

SECTION 2 – DISTRICT PROFILE

The District is a regional agency that provides essential quality of life services including fire protection, emergency medical services and parks and recreation services. The Fire Department serves the City of Elk Grove, the City of Galt, and the surrounding unincorporated area, while the Parks and Recreation Department exclusively serves the City of Elk Grove. The District is located about 15 miles south of Sacramento and encompasses roughly 157 square miles. The District provides the following core services:

District Departments include:

- Administrative Services – Administrative Services include Business and Public Affairs, Human Resources, and Finance.
- Fire Department – The Fire Department consists of two branches, Operations and Administration & Support Services, that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation – Parks and Recreation manage 100 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course and many recreation, sports, and leisure programs.
- Facility and Development Department – The Facility and Development Department consists of Facilities Maintenance, and the Engineering, Development, and Design Divisions.

SECTION 3 – LICENSURE REQUIREMENTS

Each Contractor must possess a current and valid Contractor’s C20 license pursuant to the Business and Professions Code. Contractors who are ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code are prohibited from submitting a proposal on this project.

SECTION 4 – SCOPE OF WORK

See **Exhibit “A”** - Scope of Work – HVAC Maintenance and Repairs, **Exhibit “B”** Periodic Maintenance Service Schedule, and **Exhibit “C”** Facility HVAC Bid Sheet and Site Locations Excel Spreadsheet.

SECTION 5 – PREVAILING WAGES AND CONTRACTOR REGISTRATION

Prevailing Wage

The proposal must include prevailing wage. Wage rates can be located online at <http://www.dir.ca.gov/dlsr>. The successful Contractor shall comply with all applicable Labor Code provisions, including but not limited to, hours of labor, employment of apprentices, and debarment of contractors.

Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a proposal, or enter into an agreement to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted, nor any agreement entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Contractors must complete and submit **Exhibit “F” - Contractor Registration and Labor Compliance Form** - with proposal package.

Labor Compliance

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Contractor’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

SECTION 6 – RFP OVERVIEW

RFP Timeline

The District will endeavor to administer the proposal process in accordance with the terms and dates outlined below; however, the District reserves the right to modify the terms, activities, timeline, or any other aspect of the process at any time, as it deems necessary.

EVENT	DATE/TIME
RFP advertising	July 5, 2021
Mandatory Contractors Meeting (see below for location)	July 20, 2021, at 10AM
Deadline for Questions	July 20, 2021, at Noon
District Provides Responses to Questions	July 22, 2021, by 5PM
Deadline for Submission	August 5, 2021, at 12PM

EVENT	DATE/TIME
Evaluation and Review	August 9-10, 2021
Interviews, if needed	August 11-12, 2021
District Completes Evaluations/Contractors Notified	August 16, 2021
Board Reviews Contract for Approval	September 1, 2021
Contract to Contractor for Signatures	September 2, 2021

RFP Coordinator

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Justin Ellermeyer, Facilities Manager
Cosumnes Community Services District
10573 E. Stockton Blvd.
Elk Grove, CA 95624
Email: JustinEllermeyer@yourcsd.com
Phone: (916) 405-7183

Mandatory Contractors Meeting

All interested contractors must attend the mandatory meeting on the date specified in table above. The meeting will be held at:

Cosumnes Community Services District
8820 Elk Grove Blvd., **Conference Room A**
Elk Grove, CA 95624

RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP in its sole discretion. If an amendment is issued, the District shall provide notice of the amendment to all Contractors. In addition, the District shall post the amendment on its website at <http://www.yourcsd.com>. Contractors shall respond to the final written RFP and any exhibits, attachments, and amendments thereto.

RFP Questions

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator prior to the "Deadline for Questions." Contractor questions should clearly identify the relevant section of the RFP, and page number(s) related to the question being asked. The questions submitted, and the District's responses, shall be posted on the District's website at <http://www.yourcsd.com>.

Proposal Submittal

Proposals must be submitted no later than **August 5, 2021, 12PM**. Proposals received after this time and date will not be considered.

Contractors must submit an electronic copy to the RFP Coordinator:

Justin Ellermeyer, Facilities Manager
Email: JustinEllermeyer@yourcsd.com

Email submissions will receive a reply that the proposal has been received (during regular business hours). If a reply is not received, please contact Justin Ellermeyer at JustinEllermeyer@yourcsd.com

SECTION 7 – PROPOSAL SUBMISSION REQUIREMENTS

- Complete **Exhibit “C”** Facility HVAC Bid Sheet and Site Location Excel Spreadsheet, Tab “Contractor’s Bid Sheet”.
- Complete and sign **Exhibit “D”** Contractor Questionnaire and References.
- Completed and sign **Exhibit “E”** Bid Form – HVAC Maintenance and Repairs
- Complete and sign **Exhibit “F”** Contractor Registration and Labor Compliance Form.
- Sample checklist for regular maintenance (optional)
- Sample Inspection Report (as requested in **Exhibit “B”**)

SECTION 8 – PROPOSAL EVALUATION

Proposals will be evaluated using the categories listed below.

1. Qualifications, Experience, and References
2. Rates, Charges, Affordability, and Cost Control
3. Quality and Responsiveness of the Proposal

SECTION 9 – GENERAL TERMS AND CONDITIONS

Collusion

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

Gratuities

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

Required Review and Waiver of Objections by Contractors

Contractors should carefully review this RFP and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”) in writing to the District no later than the deadline established in this RFP. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any alleged defect with the RFP will be considered waived and invalid unless the Contractor brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFP.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District’s contractors. Accordingly, all Contractors entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Preparation Costs

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFP.

Proposal Withdrawal

To withdraw a proposal, the Contractor must submit a written notice of intent to withdraw, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Contractor may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Contractors are liable for all errors or omissions contained in their proposals. Contractors will not be allowed to alter proposal documents after the deadline for submitting a proposal.

Incorrect Proposal Information

If the District determines that a Contractor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Contractor knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subcontractor must be approved in writing by the District.

The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Contractor, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Contractor. The Contractor is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

Right to Refuse Personnel

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or approved subcontractors. The District reserves the right to interview and approve all Contractor staff members in District's sole discretion. Contractor's staff may be subject to the District's background and drug testing processes at any time.

Proposal of Additional Services

If Contractor offers services in addition to those required by and described in this RFP, those additional services may be added to the contract before contract signing at the sole discretion of the District.

Licensure

Before a contract pursuant to this RFP is signed, the Contractor must hold all necessary business and professional licenses. The District may require any or all Contractors to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Contractor certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant of the Contractor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Contractors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

Contract Negotiations

After a review of the proposals the District intends to enter into contract negotiations with the selected Contractor(s). These negotiations could include all aspects of services and fees.

Execution of Contract

If the selected Contractor(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Contractor of the District's intent to select from the remaining Contractors or to call for new proposals, whichever the District deems appropriate.

Right of Rejection

The District reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety at any time.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Contractors must comply with all of the terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Contractors may not restrict the rights of the District or otherwise qualify their proposals. If a Contractor does so, the District may determine the proposal to be a nonresponsive counter-offer, and the proposal may be rejected.

The District reserves the right, in its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Contractor from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Contractor to strict compliance with the RFP.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Contractor shall submit such clarifications in writing to the District.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Contractor acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Contractor may clearly label part of a proposal as "CONFIDENTIAL" if the Contractor thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the District and Contractors will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including but not limited to, engineers and design professionals, in connection with this Project or other projects, or for District employees to conduct any work in connection with this Project or other projects. This includes, without limitation, work that is the same or substantially similar to the work set forth in this RFP.

Proposal Amendment

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

Commitment to Diversity, Equity, and Inclusion

The District has a commitment to conduct business with entities that provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Contractors are encouraged to review the District's equity statement at www.yourcsd.com/DEI.

Climate Action Plan and Environmental Sustainability

The District's Climate Action Plan/Sustainability Action Plan (CAP/SAP) is intended to increase the environmental sustainability of the District in terms of GHG emission reductions as well as long-term operational efficiency, waste prevention, reduction in the consumption of natural resources, and minimization or elimination of potential adverse effects to the environment that could otherwise occur during District operations. Contractors are required to engage in environmental sustainability practices when working on District Projects.

EXHIBIT A
SCOPE OF WORK - HVAC MAINTENANCE AND REPAIRS

BACKGROUND

The District is seeking a well-qualified firm to provide a comprehensive heating-ventilation-air conditioning (HVAC) maintenance and repair program for all District facilities (see **Exhibit “C”** for list of facilities). The work will include the provision of a total maintenance and management program including, but not limited to the inspection, periodic/preventative maintenance repairs (see **Exhibit “B”**), service calls, and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for District employees and the public.

SCOPE OF WORK – STANDARDS AND SPECIFICATIONS

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

SERVICES TO BE PROVIDED

It is the Contractor’s responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all building HVAC equipment during normal business hours 8:00 AM – 5 PM, Monday through Friday (recognized holidays excepted) and for response after normal working hours. Contractor’s services are to be compliant with all Federal, State, CARB, AQMD, OSHA, and all other applicable regulatory requirements.

HVAC MAINTENANCE STAFFING LEVELS

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair for all District buildings.

Service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; and the comfort and operational capability of any public meeting space. Routine repairs, service requests, or other non-urgent tasks shall be completed by journey level staff within a timeframe agreed upon by both the contractor and a District Representative.

BILLABLE WORK

All work beyond, and in addition to, the scope of the contract shall be considered billable hours and will require approval from a District Representative before proceeding.

SECURITY BACKGROUND CHECK OF PERSONNEL

Contractor may be required to provide security checks for employees working in District facilities. The Contractor will be responsible for the costs associated with this process. The District

reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

EMERGENCY CALL OUT SERVICE

Contractor to provide a summary of its emergency call out service, including applicable days and hours, and expected response time.

HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND ON-CALL WORK

- Contractor shall inspect and service all HVAC systems on an annual schedule developed with the District Facilities Manager.
- Contractor will be responsible for all maintenance services as described in **Exhibit “B”** Periodic Maintenance Service Schedule.
- Contractor shall respond to indoor temperature complaints submitted via a District representative and provide expeditious correction. Contractor shall keep records of complaints and corrections at all District buildings.

ADDITIONAL CONTRACTOR REQUIREMENTS

- Contractor shall hold a current C20 license.
- Workers must maintain a professional appearance which should include an agency shirt or uniform that includes the Contractor’s logo in a visible location. Workers to provide photo identification upon request.
- Contractor shall consider the **District’s Climate Action Plan (CAP)** directive and objectives when performing work on this project, such that:
 - All repairs and or replacement materials shall be of the same or higher standard in terms of energy consumption to achieve significant and sustainable savings in energy use and cost efficiencies.
 - The Contractor identifies all opportunities during maintenance and/or repair services within District Facilities for installation of products and/or equipment that would reduce electrical energy consumption, or other forms of environmental benefits, and provides information to District’s designee for review and consideration.
- Damages: The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff, or subcontractors during the performance of their duties.

SPECIFIC SERVICES

Annual Maintenance

Contractor will perform scheduled annual preventive maintenance in accordance with services described in **Exhibit “B”** Periodic Maintenance Service Schedule. The equipment included

under these services is itemized in **Exhibit “C”** Facility HVAC Bid Sheet and Site Location Excel Spreadsheet.

HVAC Air Filter Changing Service

HVAC air filter changing service is not included in the contractor’s scope of work and will be performed by District staff.

END OF EXHIBIT A

EXHIBIT B

PERIODIC MAINTENANCE SERVICE SCHEDULE

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently. Frequency shall be yearly (1 per year) unless noted or otherwise recommended by the contractor. Contractor will provide labor and material (such as coil cleaner and grease) to perform preventative maintenance, service, and repair of all HVAC equipment as recommended by the manufacturer. Tasks to include but are not limited to:

- Testing of belt tension and alignment.
- Check belts for deterioration or excessive wear.
- Check all electrical components, connections, and contacts.
- Cycle refrigeration systems and record pressures.
- Test supply fan, condenser fan, and compressor.
- Contractor shall perform air-handling unit maintenance, which includes but is not limited to, all services recommended by manufacturer.
- Inspect condenser and evaporator coil for any debris or deficiencies. Clean as needed or required.
- Test pressure switches, high limits, and all other safety devices.
- Check amp draw on all motors.
- Visually test for gas leaks and refrigerant leaks.
- Check heat exchangers in gas units for cracks.
- Check for proper pilot and burner flames.
- Lubricate all motors and bearings.
- Check evaporator coil pan.
- Check condensate drain line for blockages.
- Test crankcase heaters.
- Check coil split for cooling performance.
- Check exhaust fans on roof and drains.
- Lock out and tag out as required.
- Check motor starter contactor surfaces in year 1 and every 4 years thereafter.

With District approval, and at additional expense to the District, Contractor shall repair or replace failed or worn moving parts (such as: belts, freon, bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls, and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The District shall not

incur any extra charge for this diagnostic service. Contractor shall itemize the equipment list covered under repair or replaceable. If HVAC equipment is not repairable, contractor will replace with a new and equivalent type that has been approved by the District.

Contractor is expected to provide inspection reports, along with service proposals and recommendations for repairs, additional service, or replacement, not included in this scope of work, within seven (7) days of each site visit.

Prices as stated on the Bid Form (**Exhibit “C” and Exhibit “E”**) shall be all inclusive for services specified in this proposal.

END OF EXHIBIT B

EXHIBIT C

FACILITY HVAC BID SHEET AND SITE LOCATION EXCEL SPREADSHEET

SEE EXCEL SPREADSHEET POSTED ON THIS BID'S WEBSITE TITLED:

"Facility HVAC Bid Sheet and Site Location Excel Spreadsheet"

www.yourcsd.com/bids

EXHIBIT D
CONTRACTOR QUESTIONNAIRE AND REFERENCES

QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. Separate sheets or attachments may be used when responding. Statement of Qualifications must be submitted with proposal and signed by Contractor.

1. Legal Name of Contractor: _____
2. Name of Business (if different than #1): _____
3. Form of Entity: _____
4. Permanent Main Office, mailing address and pertinent contact information (including phone, email), and company website. _____

5. If the business main office is not in Sacramento County, please indicate if there is a local office. _____
6. Business's profile to include years in business, size, how long you have been engaged in the HVAC maintenance and repair service business under your present name; also, state names and dates of previous business names, if any. _____

7. Contractor to summarize commitment to diversity, equity, and inclusion. _____

8. Contractor to summarize sustainable practices. _____

9. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation. _____

10. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation. _____

11. Please identify the number of licensed HVAC technicians available to work under this contract:

____ Number of HVAC technicians

12. District maintains two facilities that utilize “BACnet” controls (Administration Main Office and Fire Headquarters). Contractor to describe experience, if any, with operating and monitoring these systems. Experience is desirable, but not required. _____

13. Describe your plan to offer timely service. What is your definition of timely? _____

14. Provide “in house” checklist of preventative maintenance services and frequencies that are included in your proposal (please add this to your submission package).

15. Confirm the ability to provide 24-hour “on-call” emergency service. _____

16. Provide a sample of an inspection report the District will receive up the completion of an annual service and note whether it will be available electronically (please add this to your submission package).

17. Explain Contractor’s warranty/guarantee policy. _____

The Cosumnes Community Services District reserves the right to request additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

REFERENCES

Contractor shall show evidence of presently serving at least three local references that received similar services.

Reference #1

Contact Name: _____

Business Name: _____

Business Address: _____

Contact Phone: _____

Contact Email: _____

Reference #2

Contact Name: _____

Business Name: _____

Business Address: _____

Contact Phone: _____

Contact Email: _____

Reference #3

Contact Name: _____

Business Name: _____

Business Address: _____

Contact Phone: _____

Contact Email: _____

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Contractor

Submitted Date

Print Name

Title

END OF EXHIBIT D

EXHIBIT E
BID FORM - HVAC MAINTENANCE AND REPAIRS

The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the Cosumnes Community Services District to perform and furnish all services as specified or indicated in **Exhibit “A”** Scope of Work – HVAC Maintenance and Repairs, **Exhibit “B”** Periodic Maintenance Service Schedule, and **Exhibit “C”** Facility HVAC Bid Sheet and Site Locations Excel Spreadsheet, and in accordance with all other terms and conditions of the signed agreement.

In submitting this Bid, Contractor represents:

- Contractor has reviewed the Scope of Work; and
- Contractor has performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project;

In response to the Request for Proposals for the Project referenced above, the undersigned Contractor hereby proposes to the Cosumnes Community Services District to perform the Project Services at the bid prices listed in **Exhibit “C”** Facility HVAC Bid Sheet and Site Locations Excel Spreadsheet. Bid price to include all supplies, materials, labor, labor supervision, tools, and equipment, and to perform all operations necessary to provide Maintenance Services.

Additionally, Contractor proposes the following:

1. For on-call services, provide hourly rates for:

Service Calls \$ _____/hour

After Hours Service Calls \$ _____/hour

BACnet Control Monitoring pricing, if offered, to be negotiated at time of contract.

2. Contractor’s definition of “after hours” and how District will be billed: _____

3. Contractor’s minimum hours for call out: _____

4. Material Costs:

Mark-up _____% (expressed as percentage over cost)

Discount _____% (explain circumstances this would apply)

Other (describe, if any): _____

5. Availability:

- Can the Contractor provide 24-hour “on-call” emergency coverage? (Yes/No)
- Typical response time to an emergency call: _____
- Typical response time for non-emergency request for service: _____

6. Contractor agrees that this Bid constitutes a firm offer to the District, which cannot be withdrawn for 120 days from and after the Reply-By date, or until a Professional Service Agreement (PSA) is fully executed by the District and a Contractor, whichever is earlier.
7. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
8. The undersigned Contractor acknowledges that District has reserved the right to delay or modify the commencement date. The undersigned Contractor further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the reply-by date, and that the undersigned Contractor will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
9. Contractor has reviewed all provisions of the District's Professional Services Agreement (Exhibit G) and either:

_____ Accepts the Professional Services Agreement as is; or

_____ Identification of unacceptable provisions and recommends alternative language:

Submission Acknowledgement

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company/Firm Name: _____

Address: _____

Telephone: (_____) _____

Email: _____

Contractor's License Number: _____ Expiration Date: _____

Contractor's License Classification: _____

Signature of Contractor

Submitted Date

Print Name

Title

END OF EXHIBIT E

EXHIBIT F

CONTRACTOR REGISTRATION AND LABOR COMPLIANCE FORM

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered without proof of the contractor's current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in the Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

END OF EXHIBIT F

EXHIBIT G
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2021 (the “Agreement Date”) by and between:

1. PARTIES

1.1 District:

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624

Phone: (916) 405-7150 Fax: (916) 685-5216

Representatives: Joshua Green, General Manager

1.2 Contractor:

Name:

Address:

Phone:

Representative:

2. PROJECT NAMES (THE “PROJECT”)

2.1 **Project Name:** *Heating-Ventilation-Air Conditioning (HVAC) Maintenance and Repairs*

2.2 District may bring forth additional Projects to Contractor as necessary. For each additional Project, a separate Attachment shall be prepared in accordance with the provisions of this Agreement and shall be incorporated in written amendments to this Agreement.

3. DESCRIPTION OF WORK

3.1 Contractor shall render the services described in Attachment A for each Project (hereinafter, the “Services”) in accordance with this Agreement. Contractor may, with written approval of the District, and at any stage, engage subcontractors to perform all or any part of the Services. District and Contractor, by written amendment to this Agreement, may from time to time make changes to the description of the Services. All Services shall be performed pursuant to the terms and conditions of this Agreement. A timeline for completion of the Services as

outlined in each **Attachment A** shall be mutually agreed upon by Contractor and District and appropriately documented in writing.

- 3.2 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall commence performance, and shall complete all required services no later than the dates set forth in **Attachment A**. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. Contractor shall not be responsible for any delays caused by reviews, approvals or revisions performed by the District, or any other governmental entity. If delays are caused by the District, or any other governmental entity, the proposed schedule under **Attachment A** will be extended accordingly.
- 3.3 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.
- 3.4 The District intends to enter a three (3) year agreement with the District's right to renew agreement for two (2) additional one (1) year periods, upon the same terms and conditions as provided in the contract.
- 3.5 **District's Right to Employ Other Consultants.** District reserves its right to employ other consultants, including engineers and design professionals, in connection with this Project or other projects, or for District employees to conduct any work in connection with this Project or other projects. This includes, without limitation, work that is the same or substantially similar to the work set forth in **Attachment A**.

4. **COMPENSATION**

- 4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in **Attachment A**. Payment is due within thirty (30) days of District's receipt of an itemized invoice which indicates work completed and hours of Services rendered under this Agreement.
- 4.2 The Compensation payable to Consultant for the current scope of services performed in accordance with this Agreement shall not exceed \$<<amount>>, unless by written amendment to this Agreement.

5. REPRESENTATIVES

Each party shall designate a representative in the space provided above who is authorized to act on behalf of that party and receive notices under this Agreement.

6. NOTICES

Any notices, consents and approvals as required to be given hereunder shall be given in writing by registered mail or certified mail, postage prepaid, return receipt requested. Notices shall be considered given when mailed. Notices shall be addressed as follows:

District: Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624
Tel: (916) 405-7150 Fax: (916) 685-5216
Attention: Paul Mewton
Chief of Planning, Design & Construction

Contractor: _____

Tel: _____
Attention: _____

7. CONTRACTOR'S RESPONSIBILITIES

7.1. By this Agreement and through Services listed in **Attachment A**, Contractor acknowledges that it has gathered and examined information related to the requirements of this Project. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement will be accepted as a result of failure or omission on the part of Contractor to fulfill, in every respect, all of the requirements.

7.2. In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of District. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.

- 7.3 The Services performed by Contractor shall be subject to the inspection and the review of District at all times but such inspection and review shall not relieve Contractor from its responsibility for the proper performance of the Services.
- 7.4 Contractor shall perform the Services according to the professional standards of the industry and to the satisfaction of the District. All reports and documents produced and submitted by Contractor pursuant to this Agreement must meet with and shall be made to the District's satisfaction.

8. TERMINATION OF CONTRACT

- 8.1 In the event of Contractor's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by notifying Contractor by certified mail, pursuant to Section 6 of this Agreement, of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Contractor's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.
- 8.2 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days' written notice to the other party. Prior to the thirtieth (30th) day following the giving of notice, Contractor shall: (a) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

9. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

10. INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, contractors, and contractors arising out of or in connection with the performance

of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

11. DOCUMENTS

The documents, drawings, specifications and estimates prepared by Contractor, or Contractor's subcontractors for this Project, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Contractor in the event such documents are reused. In the event that Contractor's documents are subsequently reused or modified in any material respect without prior written consent of Contractor, District agrees to indemnify Contractor from any claims advanced on account of said reuse or modification. All Documents & Data are confidential, and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

12. FORCE MAJEURE

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed and enforced in accordance with the laws of California and venue shall be in Sacramento County.

14. DISPUTES

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:

14.1 Initial Resolution Effort

- (a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute, and forward a copy of the dispute document to the other party.
- (b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.
- (c) The *Chief of Planning, Design & Construction* shall represent the District in this process.

14.2 If the dispute is not resolved in accordance with Section 14.1, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.

14.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

15. ATTORNEYS' FEES

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.

16. ASSIGNMENT AND SUCCESSORS

Neither District nor Contractor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between District and Contractor relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Contractor.

18. SEVERABILITY

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

19. SUBCONTRACTING

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

20. SIGNATURE AUTHORITY

The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

21. APPROVAL OF LEGISLATIVE BODY

This Agreement shall not be binding upon District until District's Board of Director's, or its designee, has approved all the terms and conditions contained herein.

District shall implement this Agreement through its General Manager. The General Manager is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into certain amendments to this Agreement on behalf of District to the extent that any such action(s) does/do not increase the monetary obligations of District by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section 21 shall restrict the submission to the District Board of Directors of any matter within the General Manager's authorization under this Section 21, in the General Manager's sole and absolute discretion, to obtain the District Board of Director's express and specific authorization on such matter. The specific intent of this Section 21 is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.

23. INSURANCE

23.1 Contractor shall obtain, and during the term of this Agreement shall maintain, policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than One Million

Dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

- (a) The District's officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.
- (b) The policy shall be considered primary insurance as respects the District and District's officers, officials, employees, agents and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.
- (c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (d) The insured waives all rights of subrogation against the District and District's officers, officials, employees, agents and volunteers.
- (e) Any failure to comply with report provisions of the policy shall not affect coverage provided to the District and District's officers, officials, employees, agents and volunteers.
- (f) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.

23.2 Contractor shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- (a) Be from an insurance company authorized to be in business in the State of California;
- (b) Be in an insurable amount of not less than One Million Dollars (\$1,000,000) for each occurrence/aggregate; and
- (c) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be cancelled, terminated or allowed to expire without thirty (30) days prior written notice to the District from the insurance company.

23.3 Before Contractor shall employ any person or persons in the performance of this Agreement, Contractor shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

- 23.4 Prior to the commencement of work under this Agreement, Contractor shall furnish to the District proof of the insurance required in this Section.
- 23.5 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 23.6 Contractor shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

24. COMPLIANCE WITH FEDERAL AND STATE LABOR LAWS

- 24.1 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and Contractor's that are included in this Agreement.
- 24.2 Contractor is hereby made aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. The successful Contractor shall defend, indemnify and hold the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and their respective subcontractors must be registered with the Department of Industrial Relations prior to bidding on or executing a contract to perform public works. By bidding on or entering into a contract with the District, Contractor represents that it is aware of the registration requirement and is currently registered with the

DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are timely registered for the duration of the Agreement.

24.3 By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

25. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

26. CONFLICT OF INTEREST

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the Contractor shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Contractor shall not make or participate in a decision made by the District, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on Contractor's economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or Contractor. Contractor agrees to file with the District in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. Contractor shall file financial disclosure forms with the District. If Contractor maintains or acquires a conflicting interest, any contract with the District (including this Agreement) involving Contractor's conflicting interest may be terminated by the District.

27. INTERPRETATION

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

28. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above:

FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

FOR _____

By: Joshua Green

By: _____

Its: General Manager

Its: _____

Date: _____

Date: _____

Attest:

By: _____
Elenice Gomez
District Clerk

Approved as to form:

By: _____
Sigrid Asmundson
District Counsel