



**REQUEST FOR BID
BID NO. 09-175**

**PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT &
REPAIR SERVICE
for
AIR CONDITIONING AND HEATING UNITS**

RFB Mailing Date
January 12, 2010

Pre-Bid Meeting
January 21, 2010
(See Page 1)

Bid Due Date
January 27, 2010
3:00 P.M.

To: Purchasing Office
City of Turlock
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
(209) 668-5599 X 4406

**CITY OF TURLOCK
REQUEST FOR BID SPECIFICATIONS NO 09-175**

**PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES
FOR
AIR CONDITIONING AND HEATING UNITS**

Sealed Bids signed and in the original only, subject to the Request for Bids, Provisions and Specifications, will be received at the Purchasing Office on 156 South Broadway, Ste. 270, Turlock, until 3:00 P.M. on January 27, 2010, for Preventive maintenance, filter change change-out and repair services described as follows. The City of Turlock desires to solicit qualified Bids for Preventive Maintenance & Repair Services for City owned/leased buildings, at various located hereby attached as Exhibit G, Turlock, in accordance with this Request for Bid. Award resulting from this RFB will be firm for one (1) year term contract with Turlock City Council approval.

I. SCOPE OF WORK

The City desires to contract for Preventive maintenance and repair service for Preventive maintenance, filter change-out and repair services for A/C and Heating Units at all City owned/leased buildings. The successful contractor will be required to provide quality services with minimum services callbacks.

II. CONTACT OR OBTAINING TECHNICAL BID INFORMATION

Bidders may obtain additional bid information from the City by contacting the Purchasing Office, Ms. Betty Gonzalez, Purchasing Coordinator, (209) 668-5599 Ext. 4406.

III. PRE-BID MEETING

THERE WILL BE A ONE TIME ONLY, PRE BID MEETING ON JANUARY 21, 2010, COMMENCING AT 11:00 A.M. Prospective bidders are requested to meet at the City of Turlock Municipal Services, located at 156 S. Broadway Suite 270 (second floor), Turlock, CA. The pre-bid meeting will allow the prospective bidder to familiarize oneself with all conditions that may affect the performance and cost of the contract. Failure to familiarize one-self with all conditions shall not constitute a basis for subsequent contract adjustment. The pre-bid meeting will be held to allow for questions and clarifications concerning the City's RFB process and subsequent contract award. Prospective bidders must confirm their attendance with City Purchasing Coordinator, Betty Gonzalez at (209) 668-5599 Ext. 4406 no later than 3:30 P.M. on January 20, 2010. The City reserves the right to reject confirmations received after the confirmation cut-off date. Failure to familiarize one-self with all conditions shall not constitute a basis for subsequent contract adjustment.

Note: If prospective bidders are unable to attend the pre-bid meeting, you may contact Betty Gonzalez, Purchasing Coordinator to make arrangements, no later than January 22, 2010, by 3:00 p.m. at (209) 668-5542 X 4406.

III. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. **One original and one copy of the complete bid proposals are required.** Contractor's bid proposal will be submitted on **Bid Proposal Exhibit 'A' and Exhibit B.** The Original bid proposals must be clearly marked and contain original signatures (Contractor's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

Proposals must fully address the evaluation factors, complete references and data to verify qualifications and experience include a statement that the City contract can be executed, and any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. See the specifications for specific submittal requirements. As part of the bid proposal, vendor must evaluate the City's proposal terms and conditions. **Any exceptions to the proposal specifications must be submitted on a**

separate document to the proposal submittal.

Bid Proposals: Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Bid Proposal, **Exhibit 'A'**. Sales tax must be applied and itemized only where applicable. Provide on **Exhibit B'** the proposed work force with estimates of time and equipment to be used for each area.

References: Provide on **Exhibit 'C'**, a list of at least five agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed.

Bidders' Qualifications/Experience: Offers will be accepted only from Bidders who have significant experience in providing the Preventive maintenance and repair services for air conditioning and heating units specified herein. In addition to completing the proposal questionnaire **Exhibit 'E'**, a statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from bidders who have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award.

IV. EVALUATION COMMITTEE

A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Municipal Services.

(a) EVALUATION OF BIDS: The criteria to be used in the evaluation of Bids will be/but not limited to the following: Priorities and Weights will be assigned to the categories listed below:

Overall responsiveness to the Request for Bids:

- 1) Bids must be neat, complete, and fully address technical, cost, bidder qualifications, references, and Bid questionnaire and evaluation concerns.
- 2) Bidder's experience and expertise in the subject industry including number of current employees.
- 3) Costs: Bid Proposals Exhibit 'A'
- 4) Bidder's performance of references Exhibit 'B' (A minimum of five is required).
- 5) Bidder's response to proposal questionnaire Exhibit 'C'
- 6) City's perception of the contractor's understanding of the City's stated needs and specifications, as evidenced by bidder's proposal response.

Before a Contract will be awarded for the services described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this contract. Upon request, the Bidder will submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

All Bids will be extended through the City of Turlock Purchasing Officer or an appointed representative whose name, address and telephone numbers are shown in below. Contract negotiations will be conducted by the Purchasing Officer or another party as noticed by the Purchasing Officer. Award will be by City Council. No other officer or agent may obligate or bind the City. In BID PROPOSAL FORM, EXHIBIT 'A' bidders will designate, by name, who will receive offers. The person named will be an authorized agent of the contractor able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

V. ESTIMATED SCHEDULE

Bid Mailing Date	January 12, 2010
Pre-Bid Meeting	January 21, 2010
Bids due	January 27, 2010
Evaluate Bids	January 28, 2010
Award Contract	February 23, 2010

VI. VENDOR INQUIRIES

For information concerning RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Betty Gonzalez, Purchasing Coordinator
City of Turlock
156 South Broadway, Ste.270
Turlock, Ca 95380
(209) 668-5599 Ext. 4406
FAX (209) 668-5695
bgonzalez@turlock.ca.us

Note: Deliver or mail bids to the referenced address, only, as indicated in the Notice to bidders.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFB/Q specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

SECTION 1
REQUEST FOR BID AND SPECIFICATIONS BID N9. 09-175
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT AND REPAIR SERVICES
FOR AIR CONDITIONING AND HEATING UNITS
SPECIFICATIONS

1.1 SCOPE OF WORK

Contractor to provide a Preventive maintenance program for air conditioning and heating systems of all City owned and leased buildings. Service to include two (2) preventive Maintenance inspections annually in the Fall and Spring seasons. Along with the Preventive maintenance inspections, the contractor will provide an additional four (4) filter change outs bi-monthly coordinated with the two Preventive maintenance inspections, and will be the exclusive service representative for air conditioning/heating unit repair.

1.2 SPECIFICATIONS OF SERVICE

a) Preventive Maintenance Inspections (Twice Annually)

Contractor will provide a qualified technician to inspect air conditioning/heating systems for proper operation with attention to the following minimal actions:

- 1) Filter replacement
- 2) Check electrical connections
- 3) Oiling of motors
- 4) Check & clean indoors & outdoors coils
- 5) Check belts and replace if required
- 6) Check refrigerant pressures
- 7) Check for proper voltage
- 8) Check & clean drains if necessary
- 9) Check heating/cooling controls
- 10) Provide City Municipal Services Public Facilities Maintenance Division with completed list of work Performed for each building to indicate what repairs are necessary beyond the work provided for in the Preventive maintenance inspection.

b) Intermediate Filter Changes

In addition to the two annual inspections above, the contractor is to include an additional four (4) intermediate filter changes and visual inspections of units on a bi-monthly basis coordinated with the Preventive maintenance inspections.

c) Replacement and Repair Work

The contractor under this agreement will be the exclusive service representative to the City for the repair of air conditioning and heating units at City owned and leased buildings.

The contractor will provide on call service and be able to provide a journeyman level technician that is familiar with the various equipment to insure minimum down time. Contractor will give priority to City service calls, and will respond within one day (24 hours) from the time of notification.

d) **Building to be serviced**

Item #	Building	Location
1	City Hall	156 South Broadway
2	City Hall Computer Room	156 South Broadway
3	Police Department Administration	900 North Palm
4	Police Detection Cell	900 North Palm
5	Police 911	900 North Palm
6	Police Computer Room	900 North Palm
7	Police Hi-Tech Crime (modular Bldg)	900 North Palm
8	Police Evidence Building	900 North Palm
10	Municipal Services Recreation	301 Starr Ave
11	War Memorial	247 East Canal
12	Youth Center	1030 East Ave
13	Senior Center	1191 Cahill
14	Columbia Center	600 Columbia
15	Rube Boesch	275 N. Orange
16	Fire Station #1	271 Minaret
17	Fire Station #2	791 South Walnut Rd
18	Fire Station #3	501 East Monte Vista
19	Fire Station #4	2820 North Walnut Road
20	Animal Control Shelter #1	801 S. Walnut Road
21	Animal Control Modular Bldg #2	801 S. Walnut Road
22	Water Quality Control Treatment Fac.	901 S. Walnut Road
23	Water Resource building	901 S. Walnut Road
24	Electrical Maintenance Building	901 S. Walnut Road
25	Water Quality Control Annex	901 S. Walnut Road
26	Digester #5 WQC	901 S. Walnut Road
27	WQC Blower MCC	901 S. Walnut Road
28	Dial-A-Ride (Transit Building)	701 S. Walnut Road
29	Fleet Maintenance Shop	701 S. Walnut Road
30	Fleet CNG Maintenance Shop	701 S. Walnut Road
31	Utilities Maintenance Division	701 S. Walnut Road
32	Public Facilities Maintenance	701 S. Walnut Road
33	Shipping & Receiving	701 S. Walnut Road
34	Police/Fire Training Range	701 S. Walnut Road
35	Housing	144 S. Broadway
36	Recreation	301 Starr
37	Pedretti Sports Complex	2400 N. Tegner

E) Parts and Labor Coverage

It will be the responsibility of the Contractor to provide such labor as may be required to perform services detailed in the Preventive Maintenance Inspections (A), and Intermediate Filter Changes (B), without additional charge. It is further agreed, that the Contractor will provide filters, belts, grease and other miscellaneous cleaning materials at no additional charge.

All labor not covered in the routine maintenance will be charge at the hourly rates detailed in the Bid Proposal Form (Exhibit A). All materials and equipment not covered under this Agreement

are not to exceed prices detailed in the ARH Service Biller.

F) PROCEDURE FOR SERVICE REQUEST

All routine Preventive maintenance and filter changes will be scheduled in advance with the Public Facilities Maintenance Division. Requests for repair service will be directed to the contractor through Municipal Services, Public Facilities Maintenance Division at (209) 668-5599 Ext. 4407 or Purchasing Ext. 4406.

For purposes of repair work, it will be the responsibility of the Contractor to notify the Municipal Services Public Facilities Maintenance Division when they have arrived on City property to begin work, and notify them when they have completed work. The Contractors will follow-up with an invoice in duplicate detailing the labor hours and a detailed list of materials and parts used.

G) HOLIDAYS

For purposes of this agreement, the following holidays will be recognized.

New Year's Day	January 1 ♦ Day before or day after
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	January 11
Thanksgiving Day	4 th Thursday in January
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	January 25 ♦ Day before or day after

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

♦ **The City Council of the City of Turlock must authorize the official closure of City Offices on January 24 and January 31, and approve these specific dates as additional holidays.**

H) LIMITATIONS

This agreement does not include service or maintenance on;

- a) Enclosures and ductwork;
- b) Water supply and drainage beyond the subject equipment proper;
- c) Electrical beyond the subject equipment, disconnect switch (control wiring excepted);
- d) Moving or relocating the subject equipment;
- e) Repair due to unexpected freezing weather.

Contractor shall not be liable for damage resulting from acts of God, damage resulting from external causes, or damage resulting from the use and/or service of equipment, unless caused by the fault or neglect of Contractor's personnel or agents.

The following specifications are provided to allow prospective bidders the opportunity to submit their Bids on equipment and a service which the bidder feels best meets or exceeds the City's requirement.

1.3 METHODS OF COMMUNICATIONS

The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

1.4 JOB SITE PERFORMANCE

If the Public Facilities Maintenance Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Public Facilities Maintenance Manager or his designee will correct the deficiency by any means possible and then bill the contractor.

SECTION 2
REQUEST FOR BID AND SPECIFICATIONS BID NO. 09-175
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES
FOR AIR CONDITIONING AND HEATING UNITS

AWARD AND EXECUTION OF CONTRACT

2.1 AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

2.2 AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3
REQUEST FOR BID AND SPECIFICATIONS BID NO. 09-175
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES
FOR AIR CONDITIONING AND HEATING UNITS

SPECIAL INSTRUCTIONS

3.1 EXAMINATION OF DOCUMENTS

The bidder is responsible for making all necessary examinations and reviews of the documents relating to Preventive maintenance and repair services for air conditioning & heating units. Failure to do so will not act to relieve any requirement of the agreement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

3.2 BIDS

Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Bid.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City. This Request for Bid shall result in a firm, fixed price contract.

3.3 BID FORM

All bids must be submitted on the attached bid form, Exhibit A and Exhibit B. It is the responsibility of the bidder to insure that the bid documents are delivered to the place detailed in the Request for Bid prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

3.4 MISTAKE IN BID

A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

3.5 COMPETITIVE BIDDING

If more than one Bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

3.6 LICENSES AND PERMITS

A City of Turlock Business License and all others required shall be provided by the Contractor and she/ he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

3.7 INDEPENDENT CONTRACTOR RELATIONSHIP

The parties hereto agree that the relationship of CONTRACTOR to the City is that of an independent contractor and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the CONTRACTOR, in the performance of this Agreement, are employees of the CONTRACTOR and not officers, employees or agents of the CITY.

3.8 CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT

The City reserves the right to make changes to the specifications and contract prior to opening bids if such changes are mailed by certified mail to all parties listed on the City's bid list at least seven (7) days prior to bid opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

SECTION 4
REQUEST FOR BID AND SPECIFICATIONS BID NO. 09-175
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT & REPAIR SERVICES
FOR AIR CONDITIONING AND HEATING UNITS

GENERAL CONDITIONS

4.1 TERM OF CONTRACT

The term of this contract shall be for one (1) year. The City may elect to extend the Agreement for three one (1) additional years, on the same terms and conditions, upon providing written notice to Contractor thirty (30) days prior to expiration of the Agreement with City Council approval..

4.2 CONTRACT COMPLIANCE

The City shall reserve the right to audit the records of the Contractor (related to this agreement) at reasonable times during normal working hours to determine compliance by Contractor of their obligations pursuant to this agreement.

4.3 CANCELLATION OF CONTRACT

Whenever in the opinion of the City's representative said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If the Contractor fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advise the Contractor in writing. The City may then contract with another Contractor or provide maintenance service in any manner elected.

4.4 FAILURE TO PERFORMED SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Contractor. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

4.5 SAFETY

CONTRACTOR shall exercise caution at all times for the protection of persons and property. CONTRACTOR shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work place or permanently installed as part of the project. CONTRACTOR shall post appropriate caution signs to alert personnel of unsafe conditions. CONTRACTOR shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety.

4.6 PAYMENT

Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Contractor shall be paid for service work on a monthly basis, in arrears.

- (a) Payment term: It is understood and agreed by the CONTRACTOR that the City's

payment terms shall be NET 30 days from the receipt of invoice or orders received complete, whichever is later.

4.7 PAYMENT WITHHELD

The City withholds payment to such extent as may be necessary to protect the City from loss due to:

- (1) Defective or incomplete work not corrected.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payment properly to subcontractor or for materials or labor.
- (4) A reasonable doubt that the contract can be completed for the balance then unpaid.

4.8 WORKMANSHIP

It is the intention of the City to call for the highest level of quality in service compatible with standard price. All service shall be performed by a trained, qualified and experienced, to provide Preventive maintenance and filter change-out services. The Contractor shall cooperate with the City's representative to enable the City's representative to determine the Contractor's conformity to these specifications and the adequacy of the services being performed.

4.9 NOTICES TO CITY

All notices, reports and information from the Contractor or the Contractor's representatives or employees shall be directed to the City's representative at 156 S. Broadway, Ste 270, Turlock, CA.

4.10 INSURANCE

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: \$1,000,000 per accident or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR'S insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) **Verification of Coverage:** CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(g) **Waiver of Subrogation:** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) **Subcontractors:** CONTRACTOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.11 INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

4.12 INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period

service are provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

4.13 PREFERENCE TO LOCAL MERCHANT: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of \$3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-09(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

4.14 "PIGGYBACK" PROVISION

Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

4.15 PERFORMANCE: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFB 09-175

BID DUE DATE: JANUARY 27, 2010

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

**“PREVENTIVE MAINTENANCE & REPAIR SERVICES”
FOR AIR CONDITIONING AND HEATING UNITS**

- 1) **Return original bid to:** **City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454**
- 2) **Price shall be F.O.B. Destination or for the service rendered.**
- 3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**
- 4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number _____ **Fax Number** _____

E-Mail Address _____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Preventive Maintenance, Filter Change-Out and Repair Service dated January 2010, at the prices indicated herein.

BID PROPOSAL	
1) ANNUAL P.M. INSPECTION	\$
2) ANNUAL FILTER CHANGE-OUT	\$
3) SECTION 3 – PM INSPECTION	\$
TOTAL BID	\$
HOURLY RATE	\$
OVERTIME RATE	\$

Standard Rate between what hours? _____

Overtime Rate between what hours? _____

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: _____

“Piggyback” Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?

Yes No

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

8.375% Sales tax will be added at time of purchase.

Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Contractor's License No. _____ Expiration Date: _____

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Company Name

Signature of Authorized Representative

Federal Tax ID Number

One original and one copy of the complete bid proposals are required

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

REQUIRED

DATA

FORMS

Bid Proposal Form, Exhibit 'A'

(One original and one copy of the complete bid proposals are required. Contractor's bid proposal will be submitted on Bid Proposal, Exhibit A)

Exhibit 'B' Building locations & Bid Amount

(Exhibit B must be submitted with bid proposal, Exhibit A)

Exhibit 'C' References

(Exhibit C must be submitted with the bid proposal, Exhibit A)

Exhibit 'D' Questionnaire

(Exhibit D must be submitted with the bid proposal, Exhibit A)

Exhibit 'E' Clarification, Exception, Amendment

(Exhibit E must be submitted with the bid proposal, Exhibit A)

Exhibit 'F' Insurance Certification

(If awarded the contract)

Exhibit 'G' List of AC & Heating Units

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

EXHIBIT "B"

BID NO. 09-175

P.M., FILTER CHANGE OUT & REPAIR SERVICE FOR HVAC
 .LOCATION AND TIME INTERVALS AS SPECIFIC BELOW

Building	Cost Per PM Inspection	Semi Annual X 2	Total Annual Cost P.M.	Cost Per Filter Change-Out	Quarterly X 4	Total Annual Cost Filter Change-Out	
1	City Hall	\$	2	\$	\$	4	\$
2	City Hall Computer Room	\$	2	\$	\$	4	\$
3	Police Dept Admin.	\$	2	\$	\$	4	\$
4	Police Detection Cell	\$	2	\$	\$	4	\$
5	Police Computer Room	\$	2	\$	\$	4	\$
6	Police Hi-Tech (modular bldg)	\$	2	\$	\$	4	\$
7	Police Evidence Building	\$	2	\$	\$	4	\$
8	Police Property Room Storage	\$	2	\$	\$	4	\$
9	Municipal Svc Recreation	\$	2	\$	\$	4	\$
10	War Memorial	\$	2	\$	\$	4	\$
11	Youth Center	\$	2	\$	\$	4	\$
12	Senior Center	\$	2	\$	\$	4	\$
13	Columbia Center	\$	2	\$	\$	4	\$
14	Rube Boesch	\$	2	\$	\$	4	\$
15	Fire Station #1	\$	2	\$	\$	4	\$
16	Fire Station #2	\$	2	\$	\$	4	\$
17	Fire Station #3	\$	2	\$	\$	4	\$
18	Fire Station #4	\$	2	\$	\$	4	\$
19	Animal Control Shelter #1	\$	2	\$	\$	4	\$
20	Animal Control Bldg #2	\$	2	\$	\$	4	\$
21	Water Quality Control Facilities	\$	2	\$	\$	4	\$
22	Water Resource building	\$	2	\$	\$	4	\$
23	Electrical Maint. Blgs	\$	2	\$	\$	4	\$
24	Water Quality Control Annex	\$	2	\$	\$	4	\$
25	WQC Digester #5	\$	2	\$	\$	4	\$
26	WQC Blower MCC	\$	2	\$	\$	4	\$
27	Dial-A-Ride (Transit Bldg)	\$	2	\$	\$	4	\$
28	Fleet Maintenance Shop	\$	2	\$	\$	4	\$
29	Fleet CNG Maintenance S	\$	2	\$	\$	4	\$
30	Utilities Maintenance Div	\$	2	\$	\$	4	\$
31	Public Facilities Maint.	\$	2	\$	\$	4	\$
32	Shipping & Receiving	\$	2	\$	\$	4	\$
33	Police/Fire Training Range	\$	2	\$	\$	4	\$
34	Housing	\$	2	\$	\$	4	\$
Total P.M. Inspection Cost				\$	Total Filter Change-Out		\$

Semi-Annual Cost for P.M. Inspections	\$	Quarterly Cost for Per Filter Change-Outs	\$
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EXHIBIT "B"
BID NO. 09-175
Section 3

P.M., FILTER CHANGE OUT & REPAIR SERVICE FOR HVAC
 .LOCATION AND TIME INTERVALS AS SPECIFIC BELOW

Building	Type of Unit	No Units	Cost Per Unit Inspection	Frequency	PM	Extended Cost
Utilities Division	Evaporate Cooler	2		X 1	\$	\$
	Wall Unit	2		X 1	\$	\$
	Suspended Heater	1		X 1	\$	\$
WQC Treatment Fac.	Wall Unit	9		X 1	\$	\$
	Filter Change Out	9		X 12	\$	\$
Public Fac. Maint,	Suspended Heater	1		X 1	\$	\$
Pedretti Park Bldg	Evaporator Cooler	1		X 1	\$	\$
Fleet Maintenance Shop	Evaporator Cooler	10		X 1	\$	\$
	Suspended Heater	8		X 1	\$	\$
Senior Center	Evaporator Cooler	1		X 1	\$	\$
Shipping Receiving	Wall Unit	1		X 1	\$	\$
	Filter Change Out	1		X 12	\$	\$
	Suspended heater	1		X 1	\$	\$
Police Services	Mini Split Units	6		X 4	\$	\$
Police Operation	Exhaust Hoods	3		X 4	\$	\$
Fire Station 1	Mini Split Units	2		X 4	\$	\$
City Hall 2 nd Floor Computer Room	Carrier/Split Leveler Unit	3		X 4	\$	\$
Total Bid						\$

EXHIBIT 'C'
REQUEST FOR BID AND SPECIFICATION FOR BID NO. 09-175
PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT AND REPAIR SERVICES
REFERENCES

Indicate below, or on a separate sheet, at least five (5) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

1. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

2. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

3. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

4. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

5. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

EXHIBIT 'D'

REQUEST FOR BID AND SPECIFICATION FOR BID NO. 09-175 PREVENTIVE MAINTENANCE, FILTER CHANGE-OUT AND REPAIR SERVICES QUESTIONNAIRE

1. How many years has your company been in the business of providing Preventive maintenance, filter change out and repair services for A/C and Heating units and what geographical areas does your firm provide this service.

2. Describe the type(s) of training your employees have had that is directly related to the performance of the PM /Filter Change-Out and repairs services requested under this Request for Bids.

3. What is the current number of employees working for your firm?

4. What has been the employee turnover rate for your firm in the past year?

5. How many field supervisors does your firm intend to assign to the City's contract.

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-Mail address.

* Attach additional pages if needed

EXHIBIT 'E'
REQUEST FOR BID AND SPECIFICATIONS BID NO. 09-175

EXCEPTION, CLARIFICATIONS, AMENDMENTS

Exception, Clarification, Amendments

List requests for bid clarifications and exceptions below, if any, sign and submit with your bid response.

Attachment	Reference to:		Description
	Page No.	Paragraph No.	

Bidder's Company Name:

EXHIBIT 'F'
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 09-175
PREVENTIVE MAINTENANCE, FILTER-CHANGE-OUT AND REPAIR SERVICES
FOR A/C AND HEATING UNITS

INSURANCE CERTIFICATES

Upon award of the contract, the successful bidder shall furnish the City with copies of their company's General Public liability, Waiver of Subrogation for General Liability, Workers' Compensation and Auto Liability insurance certificates.

Samples of general public liability and auto liability insurance, listing the City of Turlock as "additional insured", and workers' compensation insurance, waiving all rights of subrogation, are provided and made part of Exhibit F.

(SAMPLES ATTACHED)

EXHIBIT 'G'
CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 09-175
PREVENTIVE MAINTENANCE, FILTER-CHANGE-OUT AND REPAIR SERVICES
FOR A/C AND HEATING UNITS

LIST OF A/C & HEATING UNITS

List includes the type of units and locations.