

REQUEST FOR QUALIFICATIONS

FOR

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR



CITY OF SAN RAMON

PUBLIC WORKS DEPARTMENT

PUBLIC SERVICES DIVISION

Issued: **January 29, 2024**

SOQ Deadline: **Tuesday February 20, 2024, at 2:00 p.m.**

TO

City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

ATTN: City Clerk

**CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS**

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CITY OF SAN RAMON

REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR services Project (“**Project**”).

1. ABOUT THE CITY

The City of San Ramon was incorporated in 1983 as a charter city and located in the San Ramon Valley of Contra Costa County, approximately 35 miles east of the City of San Francisco in the San Francisco Bay Area. The San Ramon Valley has long been considered one of the most desirable living areas in the Bay Area because of its scenic beauty, suburban charms, excellent school systems, and proximity to major employment centers. The City occupies a land area of 18.56 square miles and is surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both the Alameda and Contra Costa Counties.

The City operates under a Council-Manager form of government with over 250 employees, serving a population of approximately 81,344. Additional information about the City is available online at www.sanramon.ca.gov.

2. THE SERVICES

A. Summary. The City requires HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR (“**Services**”) for routine HVAC,”), for maintenance and repair services for 16 City Facilities, consisting of approximately 74 HVAC units, split systems, package units, box car package units, exhaust fans, heat pumps and evaporative coolers, as well as emergency and unforeseen repairs for facilities and other specialized repair on equipment replacement projects.

B. Form of Agreement. A copy of the City’s standard Maintenance Services Agreement (“**Agreement**”) is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its SOQ, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services. The City reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contract Agreements in order to complete services, as necessary.

3. REQUEST FOR QUALIFICATION REQUIREMENTS

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jonette Fuentes, at jfuentes@sanramon.ca.gov by 9:00 a.m., February 9, 2024 (the “**Request for**”).

Information Deadline"). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will be held on Monday February 5, 2024, from 1:00 p.m. to 2:00 p.m., at the San Ramon Service Center, located at 5000 Crow Canyon Road, San Ramon, CA 94582. Prospective Respondents will have the opportunity to ask questions about the RFQ and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent's representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is **mandatory**, and the City may, acting in its sole discretion, disregard any SOQ submitted by a Respondent that failed to attend or failed to arrive on time for the Pre-Submittal Meeting.

C. Submittal Instructions. SOQs must be **received** by the City Tuesday, February 20, 2024 by or before 2:00 p.m. ("**SOQ Deadline**"). Respondent must submit one original and number (3) identical copies of the SOQ in a sealed envelope labeled with Respondent's name and return address, marked "SOQ for HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR," and addressed as follows:

City of San Ramon
ATTN: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions will be disregarded.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ.

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	Monday, January 29, 2024
Pre-Submittal Meeting	Monday, February 5, 2024, at 1:00 p.m.
Request for Information Deadline	Friday, February 9, 2024, by 9:00 a.m.
SOQ Deadline	Tuesday, February 20, 2024, by 2:00 p.m.
Interviews (if requested by City)	Week of February 26, 2024
Notice of Selection	Monday, March 4, 2024
Council Approval and Award	Tuesday, March 26, 2024
Commence Services	Monday, July 1, 2024

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City's website at www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and

not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ;

INCLUDE THE STATEMENTS BELOW:

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda(s):

Addendum: Date Received:

01 _____

02 _____

; and

- (6) Respondent has read and understood the insurance requirements outlined in **Attachment A** and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's SOQ, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five (5) years that are similar in scope and nature to the Services required by this RFQ, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed proposed price schedule, using the fillable form attached hereto as **Attachment C**, that is fully inclusive of all costs to provide the Services, including hourly billing

rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- | | |
|--------------------------|-------------|
| • General qualifications | 1-15 points |
| • Relevant experience | 1-20 points |
| • Proposed staffing | 1-10 points |
| • Pricing | 1-30 points |
| • Proposed approach | 1-5 points |
| • Responsiveness | 1-10 points |
| • References | 1-10 points |

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

- i. Upon award, Respondent(s) must apply and obtain a San Ramon Business License, for more information please see [here](#).

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk at cityclerk@sanramon.ca.gov, copy to jfuentes@sanramon.ca.gov and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. LABOR COMPLIANCE-PREVAILING WAGE REQUIREMENTS

- A. General.** The RFQ and Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Respondent(s) must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.

- B. Prevailing Wages.** Each worker performing Services under this RFQ and Contract that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in Labor Code §§ 1771 and 1774. The prevailing wage rates are on file with the City's principal office and are available online at www.dir.ca.gov/DLSR. Pursuant to Labor Code § 1775, Respondent(s) and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- C. Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, Respondent will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Respondent or any subcontractor is required or permitted to work more than eight (8) hours during any one (1) calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the **Attachment B** Scope of Services or authorized in writing by City.
- D. Payroll Records.** Respondent(s) and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Respondent(s) and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, Respondent(s) must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. Apprentices.** If the RFQ and Agreement is for \$30,000 or more, Respondent(s) must comply with the apprenticeship requirements pursuant to Labor Code § 1777.5.
- F. DIR Monitoring, Enforcement, and Registration.** This RFQ and Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1725.5, and Respondent(s) and any subcontractor must be registered with the DIR to perform public works projects.

8. MISCELLANEOUS

- A. Disclaimers and Reservation of Rights.** Upon receipt, each SOQ becomes the sole property of the City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.
- B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, *et seq.*) (the “Act”), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the SOQ or any portions thereof.

ATTACHMENTS:

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment C – Proposed Price Schedule

Attachment A – Form of Agreement
MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
VENDOR
FOR
HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR

This is an Agreement between the City of San Ramon, a municipal corporation (“CITY”) and **VENDOR**, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, on January 29, 2024, CITY solicited Statement of Qualifications (“SOQ”) by Request for Qualifications (“RFQ”) for HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR; and

WHEREAS, after review of all SOQs submitted pursuant to said RFQ, CONTRACTOR’s SOQ on the project was one of (number) accepted by CITY and identified as most advantageous; and

WHEREAS, CONTRACTOR by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR by adopting Resolution No. 2024-XX on _____, 2024; and

WHEREAS, CONTRACTOR is willing to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Agreement.** In response to the RFQ, CONTRACTOR submitted an SOQ to perform the Work as set forth in the RFQ Attachment B – Scope of Services. On _____, 2024, CITY authorized award of this Agreement to CONTRACTOR for the amount set forth in Section 6, below.
2. **RFQ Documents.** The RFQ documents incorporated into this Agreement include and are comprised of all the documents listed below.

Sections

- 2 The Services
 - 3 Request for Qualifications Procedures
 - 4 SOQ Requirements
 - 5 Evaluation
 - 6 Selection and Award
 - 7 Labor Compliance-Prevailing Wage Requirements
 - 8 Miscellaneous
3. **Scope of Service.** The scope of services covered by this Agreement include mandatory timeframes for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item are further described in **Exhibit A** attached and incorporated herein by reference.

CONTRACTOR shall comply with specific industry standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY's designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY's request nor CONTRACTOR's reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified herein.

5. **Time of Performance.** CONTRACTOR's performance shall commence as of July 1, 2024, and be completed by June 30, 2029, unless otherwise terminated under the terms of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than NUMBER (X) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any Agreement extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in **Exhibit A**, and incorporated herein, in a sum not-to-exceed **XX DOLLARS (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes all costs and reimbursable expenses as specified in **Exhibit A**.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

Due to continued potential for service level reductions and budget cuts; there is no guarantee that any or all work will be authorized.

For subsequent amendments; any price change, of not more than the Consumer Price Index (CPI) for San Francisco – Oakland – San Jose areas, will be applied by the CITY when deemed feasible and appropriate.

7. **Delivery Date.** CONTRACTOR shall deliver the Goods in quantities and on the date(s) specified in **Exhibit A** or as otherwise agreed in writing by the parties ("Delivery Date"). Timely delivery of the Goods is of the essence, if CONTRACTOR fails to deliver the Goods in full on the Delivery Date, CITY may terminate this Agreement immediately by providing written notice to CONTRACTOR and CONTRACTOR shall indemnify CITY against any losses, claims, damages, and reasonable costs and expenses directly attributable to CONTRACTOR's failure to deliver the Goods on the Delivery Date.

8. **Warranties.** CONTRACTOR warrants to CITY that for a period of XX months from the Delivery Date, all Goods will:

A. Be free from any defects in workmanship, material, and design;

- B. Conform to applicable specifications, drawings, designs, samples, and other requirements specified by CITY;
- C. Be fit for their intended purpose and operate as intended;
- D. Be merchantable;
- E. Be free and clear of all liens, security interests, or other encumbrances; and
- F. Not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods or services by CITY. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of CITY's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If CITY gives CONTRACTOR Notice of Noncompliance with this Section, CONTRACTOR shall, at its own cost and expense, promptly/within XX days replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to CONTRACTOR and the delivery of repaired or replacement Goods to CITY.

9. Designated Representatives.

- A. CITY designates Program Manager, Michael Dodds, or his designee as its representative in all matters under this Agreement.
- B. CONTRACTOR designates Contact Title, Contact Name as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.

10. Cooperation of the City. CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

11. Independent Contractor. The Parties intend that this Agreement will create an independent CONTRACTOR/CITY relationship. No agent, employee, or representative of the CONTRACTOR shall be deemed to be an employee, agent, or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

In the performance of the services contemplated in this Agreement, the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated in this Agreement must meet the approval of the CITY and shall be subject to the CITY's general rights of inspection and review to secure the satisfactory completion of the work.

12. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

13. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary, or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private proprietary or confidential information.

14. Ownership and Final Work Product. Final work products produced by CONTRACTOR in any form shall be delivered in an easily accessible digital format, where applicable. ALL work products of CONTRACTOR provided hereunder shall become the property of CITY.

15. Public Records. CONTRACTOR acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 7920.000, et seq.) (the "Act"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONTRACTOR's Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONTRACTOR believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONTRACTOR bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONTRACTOR bears the burden of proving any claimed exemption under the Act, and (2) CONTRACTOR agrees to indemnify, defend, and hold harmless CITY against any third-party claim seeking disclosure of the public record or any portions thereof.

16. Labor Code Compliance and Prevailing Wage.

A. **General.** The Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. CONTRACTOR must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.

B. **Prevailing Wages.** Each worker performing Services under this Agreement that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the CITY's principal office and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code § 1775, CONTRACTOR and any subcontractor will forfeit to CITY as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

- C. **Working Day.** Pursuant to Labor Code § 1810, eight (8) hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, CONTRACTOR will forfeit to CITY as a penalty the sum of \$25 for each day during which a worker employed by CONTRACTOR or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Services must be carried out during regular CITY working days and hours unless otherwise specified in the **Exhibit A** Scope of Services or authorized in writing by CITY.
- D. **Payroll Records.** CONTRACTOR and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, CONTRACTOR and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Unless the Agreement is under \$15,000, CONTRACTOR must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
- E. **Apprentices.** If the Agreement is for \$30,000 or more, CONTRACTOR must comply with the apprenticeship requirements in Labor Code § 1777.5.
- F. **DIR Monitoring, Enforcement, and Registration.** This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to § 1725.5 of the Labor Code, and CONTRACTOR and any subcontractor must be registered with the DIR to perform public works projects.
- 17. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.
- 18. Compliance with Law.** CONTRACTOR shall comply with all applicable laws, regulations, and ordinances. CONTRACTOR has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- 19. Conflict of Interest.** CONTRACTOR certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, CITY Resolution No. 2020-017, California Government Code § 1090, et seq., or the Political Reform Act, as set forth in California Government Code § 81000, et seq., and its accompanying regulations. CONTRACTOR agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement. Any violation of this Section constitutes a material breach of the Agreement.
- Pursuant to California Government Code section 1097.6, when applicable, CONTRACTOR/CONSULTANT's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this

agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR/CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR/CONSULTANT shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

20. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

21. Prohibited Interest. No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds of this Agreement.

22. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

23. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONTRACTOR, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of CONTRACTOR under the Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of CONTRACTOR's bid for the Agreement. CONTRACTOR's failure or refusal to timely accept a tender of defense pursuant to this Agreement will be deemed a material breach of the Agreement. City will timely notify CONTRACTOR upon receipt of any third-party claim relating to the Agreement, as required by Public Contract Code § 9201. CONTRACTOR waives any right to express or implied indemnity against any Indemnitee. CONTRACTOR's indemnity obligations under this Agreement will survive the expiration or any early termination of the Agreement.

B. CONTRACTOR does now remise, release, forever discharge and covenant not to sue the CITY, its Council, agents, servants, employees, officers, successors and assigns, and also any and all other persons, associations and corporations, whether or not named in this Agreement, who, together with the above named, may be jointly and severally liable to CONTRACTOR, of and from any and all actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands in law or equity, including claims for contribution, arising from and by reason of any and all known and

unknown, foreseen and unforeseen bodily and personal injuries or death, damage to property, and the consequences of the same, which previously have been or which later may be sustained by CONTRACTOR or by any and all other persons, associations and corporations, from all liability arising out of or in connection with this Agreement. Notwithstanding the foregoing, CONTRACTOR may assert claims against the CITY arising from the sole negligence, active negligence, or willful misconduct of the CITY.

- C. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided in this Agreement.

24. Intellectual Property Indemnification. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and any Indemnified Party against any and all losses arising out of or in connection with any claim that CITY's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall CONTRACTOR enter into any settlement without CITY's or Indemnified Party's prior written consent.

25. Insurance. CONTRACTOR shall procure and maintain for the duration of the 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. The cost of such insurance shall be incorporated in the CONTRACTOR's proposal.

- A. **Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR's sole cost and expense:

- i. **Comprehensive General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, including, without limitation, blanket contractual liability, with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all the subcontractor's employees.
- iv. **Contractors' Pollution Legal Liability** (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

B. The liability policies must contain, or be endorsed to contain the following provisions:

- i. *Additional Insured Status:* CITY, its Council, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. *Primary Coverage:* For any claims related to this agreement, the **CONTRACTOR's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the CITY, its Council, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its Council, officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. *Umbrella or Excess Policy:* The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.
- iv. *Notice of Cancellation:* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CITY.
- v. *Waiver of Subrogation:* CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

- vi. *Self-Insured Retentions:* Self-insured retentions must be declared to and approved by CITY. The CITY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by CITY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CITY may deduct from any amounts otherwise due to CONTRACTOR to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. CITY reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. *Acceptability of Insurers:* Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- viii. *Subcontractors:* CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors.
- ix. *Verification of Coverage:* CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. *Duration of Coverage:* CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the agreement of work**.
- xi. *Special Risks or Circumstances:* CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEASE INITIAL:

_____ CONTRACTOR has read and understood the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated into CONTRACTOR's SOQ, and (2) that CONTRACTOR provided the required documentation for insurance coverages prior to execution of this Agreement.

26. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR's work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR's compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

27. Assignment. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR must not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

28. Termination. CITY may terminate this Agreement, in whole or in part, at any time, by providing at least ten (10) days' written notice to the other party. The CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for such property and dispose of it in a manner directed by the CITY.

If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within fourteen (14) days after written notice of such failure, the CITY may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

29. Survival. Subject to the limitations and other provisions of this Agreement:

- A. The representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and
- B. Sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

30. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if CITY terminates in accordance with this Agreement, CONTRACTOR's sole and exclusive remedy is the right to payment for the Goods received and accepted.

31. Force Majeure.

- A. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to

the other Party hereunder), when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion caused by a third party; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; or (i) other similar events beyond the reasonable control of the Impacted Party.

- B. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of NUMBER consecutive days following written notice given under Section XX, either Party/the other Party may thereafter terminate this Agreement upon fourteen (14) days' written notice.

32. Invoicing, Payments, Notices. CONTRACTOR shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

CITY shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. CITY shall pay undisputed invoices within net thirty (30) days from receipt of the invoice.

Transmittal of Notices and Invoices are as follows:

To CITY

City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583
cityclerk@sanramon.ca.gov

To CONTRACTOR:

VENDOR
Address
Address
Email

Copy To:

Jonette Fuentes, Administrative Analyst
jfuentes@sanramon.ca.gov

Invoices to CITY:

City of San Ramon
Attn: Michael Dodds, Program Manager
7000 Bollinger Canyon Road
San Ramon, CA 94583
psinvoices@sanramon.ca.gov

Contractor:	VENDOR
Agreement Amount:	Not-to-Exceed \$XX,XXX.XX
Project:	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR
Project Manager:	Mike Dodds, Program Manager

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 33. Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 34. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

- 35. Severability.** If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision of this Agreement is in conflict with any statutory provision of the state of California, such conflicting provision shall be deemed inoperative and null and void insofar as it may be in conflict with such statutory provisions and shall be deemed modified to conform to such statutory provisions.

- 36. Entire Agreement, Time of Essence, No Waiver.** The parties agree that this Agreement is the complete expression of the terms of this Agreement and any oral representations or understandings not incorporated in this Agreement are excluded. Failure to comply with any of the provisions of this Agreement shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. In the event of conflict between the body of this Agreement and its Exhibit(s), the terms of the body of this Agreement shall prevail.

- 37. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.

Signatures intentionally omitted.

[END OF ATTACHMENT A]

Contractor: VENDOR
Agreement Amount: Not-to-Exceed \$XX,XXX.XX
Project: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR
Project Manager: Mike Dodds, Program Manager

Signatures on the following page.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

CITY OF SAN RAMON, a Municipal
Corporation "**CITY**"

VENDOR
"**CONTRACTOR**"

David E. Hudson, Mayor Date

X: _____
[Insert Name of Signatory] Date

Steven Spedowski, City Manager Date

[Insert Title]
Title of Signatory

**The Foregoing Agreement has been
Reviewed and Approval is
Recommended:**

X: _____
[Insert Name of Signatory] Date

Maria Fierner, Interim Director Date
Public Works

[Insert Title]
Title of Signatory

APPROVED AS TO FORM:

Martin Lysons, City Attorney Date

XXXX
San Ramon Business License #

ATTEST:

Christina Franco, City Clerk Date

Resolution No. 2024-XX
Approved by City Council

THERE IS A SECTION BREAK HERE

Attachment B – Scope of Services

The City of San Ramon is soliciting Statement of Qualifications for:

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR

Interested Contractors are invited to submit Statement of Qualifications (SOQ) to the City of San Ramon (CITY) in accordance with the conditions and terms described in the Request for Qualifications (RFQ) document.

All work shall be routine and as-needed basis. The CITY reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contracts in order to complete services, as necessary. The CONTRACTOR's price should not be contingent upon the award of all areas.

Background

The CITY requires Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair Services (“**Services**”) for routine HVAC maintenance and repair services for sixteen City facilities (**Exhibit A**), as well as emergency and unforeseen repairs for facilities and other specialized repair or equipment replacement projects.

The CITY maintains approximately 106 HVAC units including split systems, package units, box car package units (**Exhibit B**). In addition, the CITY maintains a variety of exhaust fans, heat pumps, and evaporative coolers. The CITY utilizes the WebCtrl building automation system by Automated Logic for most facilities. The Public Safety Complex uses Facility Explorer by Johnson Controls.

The Agreement, if awarded, may also include new equipment installation. The City is requesting an hourly rate as well as mark-up (if applicable) on related materials for HVAC equipment installation (**Attachment C**).

Scope of Work

- 1. General Maintenance**
- 2. Heat Rejection Systems/Heat Systems**
- 3. Controls**
- 4. Exhaust Fans**
- 5. Package Units**
- 6. Parts and Supplies**
- 7. Repair and Emergency Response**
- 8. Equipment Installation/Re-Location Services**

1. General Maintenance

Preventative Maintenance shall be performed quarterly as described herein including lubrication, filter change, belt replacement, and necessary inspection and adjustment (**Exhibit B**). All buildings (**Exhibit A**) must be completed within the same month, in the first month of each quarter (January, April, July, and October).

Generally, Heating, Ventilation, and Air Conditioning maintenance work is to be completed during regular business hours which are 7:00 a.m. to 3:00 p.m., Monday through Friday. Work schedules must not interfere with classes and various other community programs held at the CITY facilities. Repair work can be accomplished on a schedule approved by the Facilities Maintenance Supervisor.

The CONTRACTOR shall conduct the work required in such a manner as to cause the least amount possible of interference to the public and the general operation of the City. The CONTRACTOR shall submit in advance a written schedule as to the date, time, and location that work is to be performed. The CITY may determine under special circumstances that the work should be performed outside of the regular business hours. In these instances, the CITY shall provide sufficient notice to CONTRACTOR.

The CONTRACTOR's representative will check in with a Facilities Maintenance Supervisor upon arrival. Representative will check for, and report, any unusual noise and/or vibration as well as check general operation and condition of equipment. Equipment and areas surrounding equipment will be kept in a clean and orderly fashion. NO CONTRACTORS SHALL PLACE STICKERS OR TAGS DISPLAYING THEIR COMPANY NAME AND/OR LOGO IN, ON, OR AROUND CITY EQUIPMENT OR FACILITIES.

Storage of equipment and/or supplies on site will not be permitted for this work.

A quarterly written report of work performed will be submitted with each quarterly invoice. Additional repair work shall be reported separately with a quote containing an itemized repair cost. A written report of the work performed will be submitted with each invoice.

2. Heat Rejection Systems/Heat Systems

Furnace

- Test operation.
- Inspect heat exchanger.
- Inspect controls and safety controls.
- Change filters.
- Inspect the pilot operation and safety controls.
- Inspect the main burner condition and operation, clean annually.

3. Controls – Electronic

- Inspect zone thermostat.
- Inspect zone damper motor linkage.
- Inspect zone valve motor linkage
- Inspect economizer damper system
- Inspect static pressure relief damper operation.
- Inspect system temperature controls operation.

4. Exhaust Fans

Quarterly:

- Inspect belts. Replace as needed
- Inspect electric motor for proper operation.

Annually:

- Clean fan blades

5. Package Units

Heat Pumps

- Inspect cooling and heating operation.
- Brush coil surfaces, as necessary.
- Inspect evaporator surface.
- Inspect supply fan or blower.
- Inspect condenser fans.
- Lubricate all accessible bearings as required.
- Inspect and adjust drive belts.
- Test voltage and inspect electrical connections.
- Check crankcase heater for operation.
- Check controls, contacts, and safety controls.
- Make sure all equipment panels are securely fastened.
- Replace filters.
- Visually check system for signs of leaks and piping integrity.
- Inspect and clear condensate pans and drains.
- Inspect economizer operation, clean reusable filter.
- Inspect reversing valve operation.
- Inspect the defrost controls and operation.
- Inspect supplemental electric heat.
- Inspect visible duct connections.

Gas Electric

- Inspect and test cooling operation.
- Inspect heating operation.
- Clean coil surfaces, as necessary.
- Inspect evaporator surface.
- Inspect supply fan or blower.
- Inspect condenser fans.
- Lubricate all accessible bearings.
- Inspect and adjust drive belts.
- Inspect voltage and electrical connections.
- Inspect controls, contactors, and safety controls.
- Make sure all equipment panels are securely fastened.

Replace filters

- Visually inspect system for signs of leaks and piping integrity.
- Clean condensate pans and drains.
- Inspect economizer operation.
- Inspect pilot or igniter operation.
- Inspect heat exchanger.
- Inspect flue and flue cap.
- Inspect safety controls.
- Inspect ventor motor.
- Inspect visible duct connections.
- Storage of equipment/supplies of any kind will not be permissible, however disposal of filters on site will be acceptable. There are no bag filters at any site. All sites have only TriDim filters.

6. Parts and Supplies

CONTRACTOR shall provide all labor, parts, and supplies to perform routine preventative maintenance as specified. Additional parts and materials necessary to repair the heating, ventilation and air conditioning equipment shall be no greater than the manufacturer's list price plus shipping and sales tax.

Filters

Tri Dim
Tri Pleat Green Filters with a MERV 13 performance

With this product, filter changes would occur every ~~other~~ quarter.
For the CONTRACTOR's convenience, the product information is listed below. **TriDim Filters or an equivalent product with a MERV 13 performance rating will be acceptable.**

TriDim Filters
Northern California Office
142 N Milpitas Blvd #116
Milpitas, CA 95035
Phone (510) 490-3556
Fax (510) 490-3593

Belts and Shieves

Inspect and adjust tension, replace when worn out. The belts are to be provided by the Contractor at the time of quarterly service. Shieves, if needed, will be quoted at the time of service and charged as additional charges on a separate invoice. Replacement of shieves is not part of regular quarterly service.

7. Repair and Emergency Response

Repair

Repair will consist of pre-approved work. CONTRACTOR shall provide the CITY with a written estimate detailing labor and materials for all additional work beyond the preventative maintenance as described previously. The CITY reserves the right to solicit additional quotes from other Heating, Ventilation, and Air Conditioning vendors to perform repair work.

Emergency Response

CONTRACTOR shall provide 24 hours 7 days per week emergency call-out service. Response time will be no more than 2 hours.

8. Equipment Installation/Re-Location Services

Installation services will be performed on a project-by-project basis. CONTRACTOR shall provide the CITY with a written estimate detailing labor and materials for all additional work beyond the preventative maintenance and repair services. CONTRACTOR must be qualified and licensed to complete small to moderate HVAC equipment installation and/or relocation. The City reserves the

right to solicit additional quotes from other Heating, Ventilation, and Air Conditioning vendors to perform installation services.

Future Changes to the Scope of Work

Changes Initiated by the CITY

The CITY reserves the right to add, delete, or change areas under the Agreement and may do so upon giving written notice to the CONTRACTOR. Funds not appropriated by City Council action may result in modification, cancellation, reduction in scope, and/or reduction in compensation. If these changes cause an increase or a reduction in the maintenance costs included in this Agreement, they shall be readjusted and, when agreed upon, incorporated into an Amendment to the Agreement.

Changes Requested by the Contractor

Changes requested in the specifications shall be made in writing. Approved changes shall be made by written amendment to the agreement between the CONTRACTOR and CITY at a reduction in cost or at no additional cost to the CITY. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

Change Orders

Change orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time, and when negotiated prices are involved, shall provide for the CONTRACTOR'S signature indicating the acceptance. If no emergency or protest exists, a contract change order will not become effective until the CITY'S Project Manager approves it.

In the case of a maintenance agreement, should additional work not be covered under the annual contingency, the additional work must be agreed upon through a signed Amendment to the original Agreement.

Extra Work

New and unforeseen work will be classified as extra work when determined by the Director or Designee that such work is not covered by any of the various items for which there is pricing or by combination of such items. In the event portions of such work are determined by the Director or Designee to be covered by none of the various items for which there is pricing or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Specifications.

The CONTRACTOR shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of a written supplemental agreement between the CONTRACTOR and CITY or other written order of the Director or Designee. The CONTRACTOR shall not be entitled to payment without an approved written order of the Director or designee.

EXHIBIT A – FACILITY FLOOR PLANS

[ATTACHED SEPARATELY TO THIS PUBLISHING]

Exhibit B – Equipment Inventory

ALCOSTA SENIOR & COMMUNITY CENTER

9300 ALCOSTA BLVD.
SAN RAMON, CA 94583

North End of Building					
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	KITCHEN FAN	CENTRIMASTER	PVB163HQ	WPD983303	
2	PACKAGE	CARRIER	48DJD005510	NOT LEGIBLE	16x25x2 (2)
Center Section					
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	PACKAGE	CARRIER	48HJD017---5B1QA	0409U01749	20x20x2 (6)
2	PACKAGE	CARRIER	48TCDA08A1A5AOBOAO	1709G30600	16x20x2 (4)
3	PACKAGE	CARRIER	48TCDA08A1A5AOBOAO	1709G30599	16x20x2 (4)
4	PACKAGE	CARRIER	48TCDA05A1A5AOKOAO	1209G10248	16x25x2 (2)
5	PACKAGE	CARRIER	48TCDA05A1A5AOKOAO	1209G10249	16x25x2 (2)
	SPLIT SYSTEM	DAIKIN Multi Inverter	2MXS18DUJU	E001176	
	AIR HANDLER BILLARD ROOM CEILING	MITSUBISHI	NA	NA	washable
	SPLIT CONDENSER	MITSUBISHI	PUH24EK	7YE00003A	
South End of Building					
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	PACKAGE	BRYANT	581BPV090125AKLR	3507G20790	16x20x2 (4)
2	PACKAGE	BRYANT	574ANW024040NB	3707G41121	19-1/2x19-1/2x1 (1)
3	PACKAGE	BRYANT	581BPV090125AKLR	3507G20789	16x20x2 (4)
4	PACKAGE	BRYANT	581BPV048072ALLR	3307G50369	16x25x2 (2)
5	PACKAGE	BRYANT	574ANW024040NB	3707G41124	19-1/2x19-1/2x1 (1)

AMADOR RANCHO COMMUNITY CENTER

1998 Rancho Park Loop Rd.
San Ramon, CA 94582

#	Equipment	Make	Model#	Serial#
1	Package Unit	Carrier	48HCSD08A2A6A24FKO	1714P85186
2	Package Unit	Carrier	48HCSD09A2A6A2AFKO	1714P85188
3	Package Unit	Carrier	48HCSD08A2A6A2AFKO	1714P85187
4	Package Unit	Carrier	48HCSD09A2A6A2AFKO	1714P85189
5	Package Unit	Carrier	48HCSD08C2A6A0AFKO	1714P85185

1	Exhaust Fan	Greenheck	GB-141-10-X	136439941404
2	Exhaust Fan	Greenheck	GB-081-6-X	136439931404
3	Exhaust Fan	Greenheck	GB-081-6-X	136752321404

* Filters 20 X 20 X 2 (20)

CITY HALL

7000 Bollinger Canyon Rd.
SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	SERIAL #	FILTER
1	Package Unit	Trane	SXHLEF540N67CUHE801100W00400A00RTOM800	C150C01368	20 X 25 X 2 (18) 16 X 25 X 2 (2)
2	Package Unit	Trane	SXHLEF4040N46CLGE901100W00400A00RTOM800		20 X 25 X 2 (18) 16 X 25 X 2 (2)
3	Unit Heater	Reznor			12 X 20 X 2 (6)
4	Unit Heater	Reznor			12 X 20 X 2 (6)

DOUGHERTY STATION COMMUNITY CENTER17011 Bollinger Canyon Dr.
SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	Tonage	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO36A4RIA1CA00000000000A	3	435100524I	20x25x1 (2)
2	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO71A4RIA1ED00000000300	6	43510027K	16x25x2 (4)
3	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO92A4RIA1GD00000000300	7.5	435700038I	16x25x2 (4)
4	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO92A4RIA1GD00000000300	7.5	435100106I	16x25x2 (4)
5	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO36A4RIA00000000000A	3	4351000236	20x25x1 (2)
6	PACKAGE UNIT GAS & ELECTRIC	TRANE	YCH180B4I0HB	15	433101377D	20x25x2 (4) 20x20x2 (2)
7	PACKAGE UNIT GAS & ELECTRIC	TRANE	YCH180B4I0HB	15	434101338D	20x25x2 (4) 20x20x2 (2)
8	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCH120A4RIA1NC00000000300	10	435100180I	20x25x2 (4)
9	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCH120A4RIA1NC00000000300	10	435100044I	20x25x2 (4)
10	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO36A4RIA1CA10000000000A	3	4351002941	20x25x1 (2)
11	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO72A4RIA1ED10000000300	6	435100135I	16x25x2 (4)
12	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO36A4RIA1CA10000000000A	3	435100135I	20x25x1 (2)
13	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO72A4RIA1ED10000000300	6	435700203I	16x25x2 (4)
14	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCH120A4RIA1NC00000000300	10	4351001121	20x25x2 (4)
15	EXHAUST FAN	GREENHECK	SFB-9-4-CW-TH-X		04J13408	
16	EXHAUST FAN	GREENHECK	SFB-9-4-CW-TH-X		04J13406	
17	EXHAUST FAN	GREENHECK	SWB-220-15-CW-UB-6		04J13407	
18	EXHAUST FAN	GREENHECK	CWB-121-3-X		04J15725	
19	EXHAUST FAN	GREENHECK	CW-090-6-X		04J16047	
20	MUA-1 EVAPORATIVE COOLER	REZNOR	HRPB150-8-5-2		EB0166X2N07022	

DOUGHERTY STATION LIBRARY

17017 Bollinger Canyon Dr.
SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	Tonage	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO60A4RIAUD100000000300A	30	4.351E+09	20x25x1(2)
2	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSC120A4RIAUNC00000000300D	30	4.351E+09	20x25x2 (4)
3	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSC036A4RIA10000000000A	10	4.351E+09	20x25x1 (2)
4	SPLIT AC SYSTEM GAS & ELECTRIC	TRANE	2TTB2018A1000AA	1	44218NM3 F	20x20x2 (4)
5	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSC102A4RIAND00000000300D	30	435100309I	20x25x2 (4)
6	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO72A4RIA1ED00000000300C	30	434102638I	16x25x2 (4)
7	PACKAGE UNIT GAS & ELECTRIC	TRANE	YSCO36A4RIA1CA100000000002	10	435100159I	20x25x1 (2)
8	EXHAUST FAN	GREENHECK	6B101-4XQD-R3		04K28868	

DOUGHERTY VALLEY AQUATIC CENTER

10550 Albion Rd.

San Ramon, CA 94582

EAST SIDE					
#/AREA	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	Package Unit	Carrier	48HJD006G-- 641NB	4906G20562	16x25x2" (2ea)
MAU-P-1	Unit Heater Women's Locker Room	Reznor	RDCA-060-H100	3BIG376WJ04N786B	N/A
EF-P-2	Locker Room Exhaust fan	Greenheck	C9B-141-4-X	10622068-0704	N/A
WEST SIDE					
MAU-P-2	Unit Heater Men's Locker Room	Reznor	RDCA-060-H100	3BIG377WJ04N786B	N/A
DSS-OU-P1	Split System	Carrier	38QRR018-301	0506X60162	
DSS-IU-P1 <i>west side roof top crawl space</i>	Split System	Carrier	FX4CNF018	3306A69864	14x20x1"
DSS-OU-P2	Split System	Carrier	38BNQ012---1	1406V49857	
DSS-IU-P2 <i>west side storage closet located behind second door</i>	Split System	carrier	Not on equipment	Not on equipment	Washable
AC-P-1 East Side		Carrier	48HJD006G--641NB	4906G20562	

DOUGHERTY VALLEY SERVICE CENTER

2011 Rancho Park Loop
San Ramon, CA 94582

NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
CU1	Split System	BRYANT	123AEA060-B	3308E21653	
AH1	Split System	BRYANT	311JAV060090	3407A1648	24x20x1"
CU2	Split System	BRYANT	123AEA060-B	3308E21646	
AH2	Split System	BRYANT	311JAV060090	3407A1648	24x20x1"
CU3	Split System	BRYANT	123AEA060-B	3308E21648	
AH3	Split System	BRYANT	311JAV060090	3407A1648	24x20x1"
CU4	Split System	BRYANT	123AEA060-B	3308E24144	
AH4	Split System	BRYANT	311JAV060090	3407A1648	24x20x1"

FOREST HOME FARMS
19953 San Ramon Valley
Blvd.
San Ramon, CA 945583


Building ID	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
Glass House	Split System	Carrier	38BRC060360	4505EE36284	29-5/8"x19-5/8"x1"
Welcome Center	Split System	LG	LMU240HE	606KAPB00112	12-5/8"x11"x3/8" (2)

IRON HORSE GYM
 12701 Alcosta Blvd.
 SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	GAS ELECTRIC	CARRIER	48HJE008-631	1001G30204	16x25x2 (4)
2	GAS ELECTRIC	CARRIER	48HJE004-631	1001G20173	16x25x2 (2)
3	GAS ELECTRIC	CARRIER	48HJD017	0501F60415	20x20x2 (4) 16x20x2 (4)
4	GAS ELECTRIC	CARRIER	48HJD017	0501F60463	20x20x2 (4) 16x20 x2 (4)
5	GAS ELECTRIC	CARRIER	48HJD017	0501F60416	20x20x2 (4) 16x20 x2 (4)

POLICE DEPARTMENT/FIRE DEPARTMENT (2401)

2401 Crow Canyon Rd.
San Ramon, CA 94583

AREA	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Precision-PAK FPP60-Bag Pre-Pleat 40-LPD
CH-1	Chiller	Trane	TACW150AT4044		
CH-2	Chiller	Trane	TACW150AT4044		
AH-1 PD	Air Handler	Titus	PAR3FW		24) 24x24x2 24) 24x24x4
					
AH-2	Air Handler	Titus	PAR3FW		15) 24x24x2 15) 24x24x4 8) 12x24x2 8) 12x24x4
HWB-1	Boiler	RBI	Futera Fusion CB1250	041158557	
HWB-2	Boiler	RBI	Futera Fusion CB1250	041158558	
Police Dept. IT Server Rm	Split	MITSUBISHI/TR ANE	TPKA0A0361KA70A	12M0028765TKM2	Washable
North Wing IT Server Rm	Split	MITSUBISHI/TR ANE	TPKA0A0361KA70A	12M0022565TKM2	Washable

PINE VALLEY GYM
3000 Pine Valley Rd.
SAN RAMON, CA 94583

NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	PACKAGE	CARRIER	48HJE004-631	0901G24616	16x25x2 (2)
2	PACKAGE	CARRIER	48HJD017	0401F58888	20x20x2 (4) 16x20 x2 (4)
3	PACKAGE	CARRIER	48HJD017	0401F58836	20x20x2 (4) 16x20 x2 (4)
4	HEAT PUMP	BARD	WH421-A10XX4XXX	126N971175617-02	20x30x1 (1)

**SAN RAMON COMMUNITY
CENTER**
12501 ALCOSTA BLVD.
SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	Multi Zone Box Car	Four Seasons	6MJI24-0222-TN3.0- 10SE	BA122-0808- 01	16X25X2 (16ea)
2	Multi Zone Box Car	Four Seasons	6MJI24-0333-TN4.0- 14SE	BA200-0808- 01	16X25X2 (16ea)
3	Multi Zone Box Car	Four Seasons	6MJI24-0404-TN4.0- 14SE	BA122-0808- 03	16X25X2 (16ea)

SAN RAMON LIBRARY
100 MONTGOMERY
SAN RAMON, CA 94583

Outside on ground					No filters: equipment was mislabeled
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	
HP-1	Heat Pump	TRANE	TWA12044AAA01AS	21122785YA	
HP-2	Heat Pump	TRANE	TWA180B400FB	8504UG4AD	
HP-3	Heat Pump	TRANE	TWA090A400FB	9122K5UAD	
HP-4	Heat Pump	TRANE	TWA09044DAA01AS01	15405R7JYA	
HP-5	Heat Pump	TRANE	TWA090D40RAB	15405R7JYA	

Inside above 1st floor Ceiling					
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
AH-1	Air Handler	Trane	TWE120D300AB	15401NJ2BA	20X30X2
AH-2	Air Handler	Trane	BWH240B4	Not Listed	20x25x2 (6)
AH-3	Air Handler	Trane	BWE120C400GA	C33178672	24x24x1
AH-4	Air Handler	Trane	TWE09044BAA04AD	21443212BA	20X26X1
AH-5	Air Handler	TRANE	TWE090D300AB	15383ME9BA	21.5X41-3/4X1

Outside 2nd floor roof					
NO.	EQUIPMENT	MAKE	MODEL #	SERIAL #	Air Filter Flanders Pre Pleat 40 LPD
1	Package Unit	Carrier	48TCDA09A1A6A0B0A0	1209G30563	20x20x2 (4)
2	Package Unit	Carrier	48TCDA05A1A6A0K0A0	1209G10251	16x25x2 (2)
3	Package Unit	Carrier	48TCDA05A1A6A0K0A0	1209G10250	16x25x2 (2)
4	Package Unit	Carrier	48PGDM16H60A0	1309G30030	20x20x2 (8)
5	Package Unit	Carrier	48TCDA09A1A6A0B0A0	1209G30564	20x20x2 (4)

SAN RAMON OLYMPIC POOL & AQUATIC CENTER

9900 BROADMOOR DR.
SAN RAMON, CA 94583

#	EQUIPMENT	MAKE	MODEL #	SERIAL #	FILTER
1	AHU-2	WESTERNAINE	WIN-60	B-23-109	16x25x2 (6)
2	AIR HANDLER WITH AIR COOLED CONDENSER GAS HEAT	ENERGY LABS	C4462FRC-L	9904-1434- 1	Air Filter Flanders Pre Pleat 40 LPD 24x24x2 (2) 12x24x2 (2)
3	LOCKER ROOM EXHAUST FAN		N/A	N/A	

SAN RAMON SERVICE CENTER

5000 Crow Canyon Rd. San Ramon, CA 94582

Building ID	Equipment	Manufacturer	Model#	Serial#	Air Filter Flanders Pre Pleat 40 LPD
Administration Building	Heat Pump #1	Carrier	25HBS360A510	0509E05296	
	Air Handler #1	Trane	TWH064E1506C		2ea-20x20x2"
1/4HP	Return Fan #1	Emerson	SA55NXSFA4865		
	Heat Pump #2	Carrier	25HBR360A500	1906E02700	
	Air Handler #2	Trane	TWH064E150C		2ea-20x20x2"
1/4HP	Return Fan #2	Emerson	SA55NXSFA4865		
	Heat Pump #3	Carrier	25HBS330A300	3708E06312	
	Air Handler #3	Trane	TWV036B140A		1ea-18x25x2"
1/4HP	Return Fan #3	Emerson	SA55NXSFA4865		
Server Room	Cooling Unit	Movin Cooool	CM12	1008000AC12	1ea-20x20x1"
Warehouse Office	Heat Pump	Carrier	38QR030C-321	2105X39417	
	Air Handler	Trane	TWH036B14		1ea-18x25x2"
1/4HP	Return Fan #3	Emerson	SA55NXSFA4865		
Electrical Shop	Unit Heater #1	Modine	PAH 90		
Repair Shop	Unit Heater #2	Modine	PAH 90		
	Unit Heater #3	Modine	PAH 90		
	Unit Heater #4	Modine	PAH 90		
	Unit Heater #5	Modine	PAH 90		
Carpentry Shop	HV-1	Modine	DH150		

PUBLIC SAFETY COMPLEX EOC

2401 Crow Canyon Rd.

San Ramon CA, 94583

Outside on ground					Filter
No.	EQUIPMEN T	MAKE	MODEL #	Serial #	
HP E1-1	HEAT PUMP	TRANE	4TWL6024A1000AB	21322G8ACF	
HP E1-4	HEAT PUMP	TRANE	4TWL6024A1000AB	21322HRMCF	
HP E1-5	HEAT PUMP	TRANE	4TWL6024A1000AB	21322H9FCF	
HP E2-3	HEAT PUMP	TRANE	4TWL6036A1000AB	21312XGGCF	
HP E2-4	HEAT PUMP	TRANE	4TWL606A1000AB	21357LFWCF	
CU E1-1	SPLIT SYSTEM HEAT PUMP	TRANE/MITSUBISHI	TRUZA0361KA70NA	03U007427H1L80	25x20x4 (4)
CU E1-2	SPLIT SYSTEM HEAT PUMP	TRANE/MITSUBISHI	TRUZA0361KA70NA	03U007417H1L80	25x20x4 (4)
Inside Server Room					
NO.	EQUIPMEN T	MAKE	MODEL #	Serial #	
AC E1-1	SPLIT SYSTEM HEAT PUMP	MITSUBISHI	TPKA0A0361KA70A	12M0022565TKM 2	

[END OF ATTACHMENT B]

Attachment C – Proposed Price Schedule

Routine Services			
Location	Quarterly	Monthly	Annual
Alcosta Senior & Community Center			
Amador Rancho Community Center			
City Hall			
Dougherty Station Community Arts Center			
Dougherty Station Library			
Dougherty Valley Aquatic Center			
Dougherty Valley Service Center			
Forest Home Farms (Glass House/Welcome Center)			
Iron Horse Gymnasium			
Pine Valley Gymnasium			
2401 Crow Canyon Rd. - Public Safety Complex			
2401 Crow Canyon Rd. - Public Safety Complex (Water Treatment)			
2401 Crow Canyon Rd. - EOC			
San Ramon Community Center			
San Ramon Library			
San Ramon Olympic Pool & Aquatic Center			
San Ramon Service Center			
Boilers			
TOTAL COST:			
FIVE-YEAR CONTRACT COSTS			
	PERCENTAGE INCREASE		NEW ANNUAL PRICE
Annual Agreement Increase (if applicable) - Year 2			
Annual Agreement Increase (if applicable) - Year 3			
Annual Agreement Increase (if applicable) - Year 4			
Annual Agreement Increase (if applicable) - Year 5			
Additional Unit Pricing			
Unit Pricing	Unit Cost		Unit Type
Normal Operating Hours (Repair)			\$ /hour
After Hours/Weekend (Repair)			\$ /hour
Holiday (Repair)			\$ /hour
Minimum Number of Hours Charged Per Call for Service (if applicable)			/hours
Mark-up on Equipment/Materials (Time & Materials Projects) List "above cost," etc.			%

[END OF ATTACHMENT C]

NOTICE OF SELECTION

SENT VIA _____ and
POSTED ON WEBSITE

To:	VENDOR	VENDOR #2	SOQ Submission Deadline:
	Address	Address	Date
	Address	Address	
	Email	Email	
From:	City of San Ramon 7000 Bollinger Canyon Road San Ramon, CA 94583		Notice of Selection Posting: Date

Project: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR

The City of San Ramon issues its Notice of Selection to Award the Contract for the above referenced project to the above listed Proposers: **VENDOR, LIST THE REST OF YOUR VENDORS.**

A participating party that submitted a Statement of Qualification to the Request for Qualification (RFQ) solicitation and wishes to protest the proposed selection must submit their protest in writing to the City Clerk no later than 5:00 p.m. on the fifth (5th) business day following the posting date of this Notice of Selection.

All protests shall be in writing and shall contain the following:

1. A complete statement of the legal grounds for the protest;
2. All the facts relevant to the protest;
3. The form of relief requested; and
4. The legal basis for such relief.

All protests shall be accompanied by any and all documentation supporting the grounds for the protest. The protest shall include the protesting party's: name, address, e-mail address, telephone number, and the name of its representative.

Per the California Public Contract Code, only a Respondent who responded to the RFP may submit a protest for the above-referenced Project. A subcontractor of a Respondent may not submit a protest. A Respondent may not rely on a protest submitted by another party and must timely pursue its own protest.

Protests may be submitted by the fifth (5th) business day using the following methods:

1. Email to cityclerk@sanramon.ca.gov and email@sanramon.ca.gov;
2. Hand Delivery between 8:30 a.m. – 5:00 p.m.; or
3. USPS or similar.

To: City of San Ramon
City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583