



PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP) #PWD-24-407

**“AS NEEDED SERVICES FOR HVAC
MAINTENANCE & EMERGENCY REPAIRS”**

Bid Due Date:

Friday, May 17, 2024


at 2:00 pm

**City Clerk’s Office
123 Main Street**

pleasantoncityclerk@cityofpleasantonca.gov

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

DocuSigned by:

Siew-Chin Yeong
Director of Public Works

I. INTRODUCTION

The City of Pleasanton is seeking proposals from experienced and licensed contractors to provide HVAC Maintenance & Emergency Repair Services for the City's 32 buildings. These services are essential for ensuring the continued operation and safety of public facilities. Emergency response work involves timely interventions to address failures of HVAC units, prioritizing public safety concerns and urgent requests from City staff.

The City of Pleasanton values the importance of reliable HVAC systems in maintaining the functionality and safety of its public facilities. We look forward to receiving competitive proposals from qualified contractors to ensure the continued operation and well-being of our community infrastructure. Thank you for your interest and participation in this procurement process.

II. SUBMITTAL PROCESS

Bid Proposals will be received by the City of Pleasanton City Clerk’s office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk’s Office 123 Main Street
- By email to: pleasantoncityclerk@cityofpleasantonca.gov

Deadline: 2:00 pm Friday, May 17, 2024

Please reference the Title and Project Number for all Submittals

**“As Needed Services for HVAC Repairs”
Project No. PWD 24-407**

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

It is the bidder’s responsibility to ensure that it is received by the City Clerk prior to the bid due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and will be returned unopened.

III. PROCURMENT SCHEDULE

RFP Advertised	May 6, 2024
Written Questions Due	May 10, 2024
Proposals Due	May 17, 2024

Proposal Review Period	May 20 - May 23, 2024
Presented to City Council	June 18, 2024
Begin Services	July 1, 2024

IV. SCOPE OF SERVICES (see [Exhibit A](#) for further details)

Routine Maintenance: Conduct regular inspections, cleaning, and lubrication of HVAC equipment components such as filters, coils, and moving parts. Ensure proper calibration of thermostats, testing of controls, and verification of refrigerant levels.

Repairs and Troubleshooting: Diagnose and address malfunctions in HVAC systems, including heating, ventilation, and air conditioning issues. Repair or replace faulty components, detect and repair leaks, and restore proper airflow and ventilation.

Emergency Services: Provide round-the-clock emergency HVAC repair services to address sudden breakdowns or malfunctions, ensuring minimal disruption to building occupants. A Prompt Response is expected to staff requests and deploy technicians for troubleshooting and resolve HVAC system failures, including loss of heating or cooling, refrigerant leaks, or system malfunctions.

V. SELECTION PROCESS

It is the City’s intention to qualify multiple contractors for HVAC maintenance and repairs to perform potential as-needed services and emergency services. Selection shall be based on the most qualified contractors in terms of work experience, list of references, as well as offering the most competitive rates.

Any additional information deemed necessary by your company to assist the City in the selection process including any special provisions or specifications that the contractor brings to the bid process and actual services may be submitted.

Bids received after the time established for receiving bids will not be considered.

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Bid Withdrawal - Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the deadline is 3:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake

being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

Bid Protest - Any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the Bid Protest Deadline is 3:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (“Response Deadline”). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedures and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk’s office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.
- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
- i. The City may not award the contract pending the City’s determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the

best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

VI. AGREEMENT TERMS

The term of this agreement (**See Attachment III**) commences on July 1, 2024, and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City’s standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

VII. SPECIAL PROVISIONS & REQUIREMENTS

Insurance: Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker’s Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**See Attachment III**).

Rate Sheet (Exhibit A): The agreement will have a specified not to exceed amount on an annual basis. Rate Compensation for services rendered will be on a time and material basis or a designated measure based upon each contractor’s provided rate schedule, which shall include regular time, overtime, and emergency call outs. No work shall be performed unless approved by the City’s designated project manager. Rate sheets must be updated at the beginning of each fiscal year with the Management Analyst.

Location of Bids

This RFB has been posted on the City’s website and at the following locations:

<https://www.cityofpleasantonca.gov/business/bids/>

<https://www.bidnetdirect.com/california/cityofpleasantonca>

It shall be the Contractor responsibility to check the City’s website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed as a non-responsive bid submittal.

Self-Performance by Contractor

Any Contractor being awarded this contract must have Self-Performance at a 30% minimum of the total scope of services, excluding Specialty Items if any per the Bid Schedule.

D.I.R.: *Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).*

Registration of Contractors with the Department of Industrial Relations

For bids submitted the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.(a). A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Certified Payroll Records

Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing. Copies of those certified payroll records shall also be submitted electronically to the City, upon request.

Prevailing Wage

In accordance with California Labor Code Section 1170 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Job Site Postings by Contractor

Contractors are required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

Reserved Rights: City retains the right to award a job to another contractor, to use City forces, or not to do the job at all. No, work shall be performed without being approved by the City’s designated Project Manager. There is no Maximum nor Minimum amount guaranteed for each individual Agreement.

Payments: Invoices submitted to the City for payment must include description of work performed, location of work performed (**See Attached II**), number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be furnished, and markup must be provided on invoices. Rates included on the invoice must match the Rate Sheet on file with this Agreement. If a receipt is not available, then Contractor will need to provide a similar quoted price from the third-party vendor or supplier.

Task Authorization: Contractor will submit a written estimate detailing the cost to perform the requested work or services, the City will then issue a Task Authorization letter to the lowest responsive

and responsible bid estimate who is available to meet City’s requested schedule and timeline for the specific task request. The Task Authorization shall be used as a guide for reimbursement once the scheduled work is completed and to the satisfaction of the City. If authorized work exceeds the initial estimate or City requests additional services, Contractor is to notify the City of the additional cost and the City will provide an amended Task Authorization. No work shall be performed unless approved by the City’s designated project manager.

Project Manager: Designated City representative or Project Manager will determine satisfactory work performance. Contractors will clean facilities, stations, roadways, and any other areas littered or soiled by their maintenance/repair operations and/or equipment.

City of Pleasanton’s Standard Specifications and Details (November 2016): To the extent applicable, all projects shall adhere to the latest City of Pleasanton’s [Standard Specifications and Details](#) (November 2016) which can be accessed (see link below). The purpose of these Specifications is to provide minimum standards for materials used of construction for the City’s public infrastructure.

<https://www.cityofpleasantonca.gov/our-government/public-works/engineering/>

Permits: Contractor will be responsible to obtain all necessary permits to perform work (encroachment, building, etc.), if necessary, and a scheduled of inspection, Underground Service Alerts, and a current Cal-OSHA excavation permit (the City of Pleasanton will notify USA for emergency work only).

Special License: Contractors must possess a valid HVAC license issued by the appropriate regulatory body and the proper certifications as required by manufacturer as certified installer. HVAC (Heating, Ventilation, and Air Conditioning) contractors and is categorized under the C-20 classification.

Identification: Contractor’s crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Travel Time: The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Traffic Control: Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain enough warning and directional signs, safety cones, sign boards, barricades, and lights, and furnish sufficient flaggers to give adequate warning to the public at all times that the road or street is under construction, as prescribed by the Department of Transportation.

Conflict of Interest

The City has established a policy concerning potential conflict of interest in maintenance services, program management, design, and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California’s Standard Specification Code Section 7-1.01A(4) “Labor Nondiscrimination” under this contract.

Clarification Questions

Questions should be directed only to the Management Analyst, Daniel Villasenor by email at dvillasenor@cityofpleasantonca.gov. If interpretation or change is deemed necessary to the original document, then the question(s) shall be addressed in writing and an Addendum shall be posted to the City’s website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

EXHIBITS/ATTACHMENTS:

ATTACHMENT I – BID RESPONSE PACKAGE

EXHIBIT A – SCOPE OF SERVICES/RATE SHEETS

ATTACHMENT II – LIST OF FACILITIES

ATTACHMENT III – SAMPLE OF AGREEMENT

ATTACHMENT I – PROPOSAL RESPONSE PACKAGE

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is **required** to be submitted with the Exhibit A – Bid Form as part of the Proposal Response Packet in order for a proposal to be deemed complete. Contractors shall submit all documentation in the order listed below and clearly label each section with the appropriate title.

Submitted bid MUST contain the following or may be subjected to disqualification:

- CONTRACTOR INFORMATION**: name, address, year established, former names (if applicable), applicable licenses, contacts and signatures of principals of company.
- WORK EXPERIENCE/REFERENCES**: 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- SCOPE OF SERVICES/RATE SHEET (EXHIBIT A)**: Complete the section for scope of services for which the contractor is bidding including name, signature, and billable items within the rate sheet. Contractors are required to add, delete, or correct in “**Labor**” and “**Equipment**” category tables. If applicable Contractor may supply their own customized rate sheet, which will be attached to existing scope of services.
- ADDITIONAL INFO**: Any additional information deemed necessary or relevant by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process.

IMPORTANT NOTICE: If contractor or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

CONTRACTOR INFORMATION

(Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
DIR REGISTRATION NUMBER:	*DIR # must match the Company Named mentioned above	
CONTRACTOR LICENSE #		
SUBMITTED BY:	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

Questionnaire (please circle):

1. Has the contractor license been suspended in the past? (If Yes, please explain)
Yes No If, Yes _____
2. Do you have any contracts terminated by Owner in the past? (If Yes, please explain)
Yes No If, Yes _____
3. Has the company been debarred or suspended by Owner in the past? (If yes, please explain)
Yes No If, Yes _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE/REFERENCES
(Required)

Years the Company has been in the Trade _____

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding on and with a public agency.

Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

EXHIBIT A FY 2024/25 – RATE SHEET

FACILITIES MAINTENANCE & RENOVATIONS “HVAC SERVICE & REPAIRS”

SCOPE OF SERVICES

The City is seeking a qualified HVAC contractor to provide repair and replacement services for HVAC systems in City-owned buildings and structures. The contractor will perform scheduled maintenance tasks and emergency repairs on HVAC systems as needed to ensure the continued operation and safety of City buildings. Services will be provided on both a scheduled basis and during emergencies, with availability for 24-hour response, including overtime when necessary.

Routine Maintenance: Conduct regular inspections, cleaning, and lubrication of HVAC equipment components such as filters, coils, and moving parts. Ensure proper calibration of thermostats, testing of controls, and verification of refrigerant levels.

Repairs/Troubleshooting and Replacement of HVAC Systems: The contractor will be responsible for repairing and/or replacing HVAC systems in City buildings. Diagnose and address malfunctions in HVAC systems, including heating, ventilation, and air conditioning issues. Repair or replace faulty components, detect, and repair leaks, and restore proper airflow and ventilation. This includes troubleshooting HVAC issues, upgrading outdated systems, and ensuring compliance with safety standards and regulations.

Emergency Services: Provide round-the-clock emergency HVAC repair services to address sudden breakdowns or malfunctions, ensuring minimal disruption to building occupants. A Prompt Response is expected to staff requests and deploy technicians for troubleshooting and resolve HVAC system failures, including loss of heating or cooling, refrigerant leaks, or system malfunctions.

Preventive Measures: Implement preventive measures to minimize the risk of future breakdowns or malfunctions. Provide recommendations for system upgrades or improvements to enhance energy efficiency and reliability.

Personnel, Materials, and Equipment: Qualified HVAC personnel equipped with the necessary tools, materials, and equipment will be provided by the contractor to perform the required services. All materials used must meet industry standards and safety regulations.

Payments: Invoices submitted to the City for payment must include description of work performed, location of work performed (**See Attached II**), number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be furnished, and markup must be provided on invoices. Rates included on the invoice must match the Rate Sheet on file with this Agreement. If a receipt is not available, then Contractor will need to provide a similar quoted price from the third-party vendor or supplier.

Compliance and Safety: Strict adherence to HVAC codes, regulations, and safety protocols is paramount to ensure the safety and functionality of HVAC systems within City buildings and structures. All safety requirements must be adhered to by the Contractor and/or any subcontractors while on-site.

**City of Pleasanton “As Needed Services – Facilities HVAC”
RFP#PWD-24-407**

Special License: Contractors must possess a valid HVAC license issued by the appropriate regulatory body. HVAC (Heating, Ventilation, and Air Conditioning) contractors and is categorized under the C-20 classification.

Communication and Collaboration: Effective communication and collaboration between the contractor and the City's project manager are essential for successful project execution. Regular updates, coordination meetings, and clear communication channels will facilitate project progress and address any issues or concerns promptly.

Permits: Contractor will be responsible to obtain all necessary permits to perform work (encroachment, building, etc.), if necessary, and a scheduled of inspection, Underground Service Alerts, and a current Cal-OSHA excavation permit (the City of Pleasanton will notify USA for emergency work only).

Uniforms: Contractor's crews should be identified either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Footwear must consist of a shoe that fully covers the entire foot. Soles will be neoprene or similar. No open-toed shoes or sandals will be allowed.

Proximity ID Cards & Keys: Most buildings are fitted with a Proximity (Prox) card system that will allow access without the use of keys. Internal doors will use a key for access to individual rooms.

- An alarm access code and photo ID Prox Card will be issued to each employee of the Contractor. These are issued to the individual and **MUST NOT BE SHARED**. Sharing alarm codes or Prox cards are grounds for immediate termination of the contract.
- The Contractor shall be responsible for completing a Prox Card Request form for each employee (form provided by the City) to ensure that each employee is photographed and a Prox ID card issued before their work in the city can begin. The Contractor shall also notify the City when an employee is terminated and submit the Prox ID card to be destroyed. The Contractor shall provide a quarterly staff roster to ensure only those currently employed by the Contractor have access to city facilities.
- Non-employees or family members will **NOT** be allowed in any city facility at any time. Only authorized Contractor employees may be present during hours of service.

Travel Time: The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

RATE SHEET

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**City of Pleasanton “As Needed Services – Facilities HVAC”
RFP#PWD-24-407**

Contractor's Labor Rates (Hourly)

Position Description	Regular Time	Overtime	Emergency Callout
Foreperson	\$	\$	\$
Journey	\$	\$	\$
Laborer	\$	\$	\$
Apprentice	\$	\$	\$
Other:	\$	\$	\$

*If Contractor has their own Rate Sheet they can submit as additional sheet

Materials/Rentals	Example	% Mark-Up
*Materials	Invoicing must be demonstrated as a percentage. Example: Material \$1,000 + 10% (\$100) = \$1,100	%
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%
*Truck Stock/Consumable Items	Invoicing must be demonstrated as a percentage. Example: Inventory/Items on Truck \$1,000 + 10% (\$100) = \$1100	%
*OTHER:		%

***Special Notes: All receipts/invoices/price verification must be provided with these mark ups.
Mark Ups will remain the same for the term of the Agreement.
Rentals of Equipment must be pre-approved by City Project Manager.**

Contractor Name:

Signature: _____