



City of Rockland

REQUEST FOR PROPOSALS

HVAC PREVENTIVE MAINTENANCE SERVICES

City Hall, 270 Pleasant Street
Public Library, 60 Union Street
Public Safety Building, 118 Park Street
Public Works Garage, 9 Burrows Street
Recreation Center, 61 Limerock Street
Solid Waste Facility, 400 Limerock Street

SUBMITTAL DEADLINE: Thursday, August 1, 2:00 PM

**PROPOSALS WILL BE MADE AVAILABLE FOR INSPECTION
AFTER THEY ARE OPENED**

**Theresa Butler, Finance Director
270 Pleasant Street
Rockland, Maine 04841**

REQUEST FOR PROPOSALS

Pursuant to the City of Rockland, Maine, Code of Ordinances, Ch. 2, Art. V, Sec. 2-510(d), Rockland requests proposals for professional services – namely, HVAC Preventive Maintenance Services covering the following:

CITY FACILITIES

- City Hall, 270 Pleasant Street
- Public Library, 60 Union Street
- Public Safety Building, 118 Park Street
- Public Works Garage, 9 Burrows Street
- Recreation Center, 61 Limerock Street
- Solid Waste Facility, 400 Limerock Street

I. SCOPE OF WORK

The City of Rockland is seeking Proposals from professional heating and cooling service companies employed in the field of sales, maintenance and repair of heating, ventilation and air conditioning (HVAC) equipment similar to that equipment used by the City of Rockland. The agreement will cover a two (2) year term, with an option to renew for an additional two (2) year period. Competitive sealed Proposals will be evaluated based upon experience/qualifications, capacity, comparable work, methodology and pricing.

II. INSTRUCTIONS TO BIDDERS

A. Goods and Services. The City of Rockland (the “City”) is seeking Proposals for HVAC Preventive Maintenance Services from professional heating and cooling service companies as described in this Request for Proposals (the “RFP”). Each firm responding to this RFP will be referred to as the “Bidder” and the firm selected to provide services to the City of Rockland, together with its owners, officers, employees, agents, and/or Sub-Contractors, will be referred to as the “Contractor”.

B. Contract Term; Option to Renew. The term of this Contract shall be for two (2) years. This contract may be extended for an additional two (2) year period, provided all terms and conditions remain in full force and effect. No contract shall be automatically renewed at the end of any contract term.

C. Communication with the City of Rockland. It is the responsibility of the Bidder to inquire with the City of Rockland to clarify any requirement of this RFP that is unclear to Bidder. The City’s responses to such inquiries, if they change or clarify the RFP, will be forwarded by addenda to all parties known to the City to have obtained a copy of the RFP for the purpose of submitting a Proposal, and posted on the City’s website. The City will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries must be made to: Theresa Butler, Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 ((207) 593-0638), e-mail: tbutler@rocklandmaine.gov.

D. Bid Understanding. Before submittal of a bid, each Bidder must examine the Contract Documents thoroughly. By submitting a bid, the Bidder agrees and represents that these Contract Documents are adequate for the purpose. Bidder shall state any exceptions or deviations in the attached Statement of Compliance / Deviations from Specifications form.

E. Proposal Deadline. Proposals are to be sealed and, once received by the City, shall be retained unopened and secure until the time and date of the Bid Opening set forth herein. All Proposals shall be delivered to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841, no later than **2:00 PM on Thursday, August 1, 2024**. Faxed proposals will not be accepted. Emailed Proposals will be

accepted. The Proposal must be submitted in an envelope sealed and clearly labeled, if emailed please include in subject line: **“HVAC PREVENTATIVE MAINTENANCE PROPOSAL.”**

F. Authority to Bid. Bidder’s submission of a signed bid or Proposal in response to this solicitation is a representation and certification that Bidder, and its agent submitting the bid, is authorized so to bid and to perform all terms and conditions in the event Bidder is awarded the Contract, and further that Bidder (and any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state government or governmental entity, by any court, or by any contract or private obligation of the Bidder. Bidder agrees to notify the City of any change in Bidder’s status until such time as an award has been made.

G. Proposal Format. All Proposals must be submitted in conformity with the requirements of the Specifications, and accompanied by a cover letter certifying that the information in the Proposal is true and accurate.

To be considered, an original Proposal, two (2) paper copies and a digital copy must be received at Rockland City Hall on or before the date and time specified. In order to simplify the review process and obtain the maximum degree of comparability, all Proposals shall be organized in the following manner:

- A. Cover letter certifying that the information in the Proposal is true and accurate.
- B. Statement of Services and Deliverables.
- C. Statement of Qualifications
 - Names and qualifications of principals and staff who will be assigned to perform the Work, a summary of their individual roles and responsibilities;
 - The firm’s professional qualifications and relevant experience, including a list of projects of similar scope;
 - Bidder’s capacity to complete the Work and deliver the Deliverables within the stated deadline(s), if any; and
 - 3 references.
- D. Cost Proposal for each City Facility for the entire Contract Term, including renewal options.

H. Bid Opening; Contract Award. At the time fixed for the opening of Proposals, the material contents of all Proposals shall be made public; Bidders and members of the public are welcome to attend the Bid Opening. The City of Rockland reserves the right to reject any and/or all Proposals received as a result of the Request for Proposals (RFP) and to waive any informalities. If a Proposal is selected, it will be the most advantageous regarding experience/qualifications, capacity, comparable work, methodology and pricing. The City reserves the right to consider Proposals for modification at any time before the Contract is awarded, and negotiations will be undertaken with the Bidder whose Proposal is deemed to best meet the City’s specifications and needs.

Pursuant to the Rockland Code of Ordinances Ch. 2, Art. V, § 2-509(8), the City may give preference to local bidders if the difference between bids submitted by a company located in Knox County and/or who pays excise tax on their vehicles in Knox County and those not located in Knox County is five percent (5%) or less. If the two lowest bids are within 5% of each other and have each been submitted by companies located in Knox County, then price, quantity, quality, and reliability of past or expected service shall be the only consideration in awarding the bid, or in deciding to reject any and all bids.

I. Bids to Remain Open. All Proposals shall remain open, may not be withdrawn, and may become binding upon the Bidder if accepted by the City and signed by the Finance Director for a period of sixty (60) days after the Proposal Deadline. The City may, in its sole discretion, release any Proposal by notifying the Bidder of the same, in writing.

J. Proposals as Public Documents. Bidder’s Proposal must not be marked as confidential or proprietary to the Bidder. The City may refuse to consider a Proposal so marked. All Proposals will become

the property of the City of Rockland, Maine. Information in the Proposal will become public property and subject to disclosure laws and the City's policies and procedures after Contract Award.

K. Cost of Preparation. Bidder assumes all of its costs of preparing its Proposal, and of any presentations, correspondence, negotiations, documentation, and any other action undertaken by the Bidder with respect to its Proposal, and the award of the Contract.

L. Sales Tax. This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

III. SELECTION CRITERIA

Bids submitted in response to the Request for Proposals shall be evaluated in light of the following criteria, among other considerations:

- A. The general experience and qualifications of the firm/professional;
- B. The experience/qualifications of the firm/professional in providing the services specified or similar services;
- C. The proposed cost of the services; and
- E. Availability and timeliness of delivery.

Proposals will be evaluated and ranked. The City of Rockland reserves the right to reject any and all Proposals, to make an award based directly on the Proposals or to negotiate further with one or more companies. The Contractor selected for the Award of Contract will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Experience/Qualifications.** Proposals shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Bidder shall provide information to the City demonstrating the Bidder's ability to satisfy the requirements set forth in the specifications. The Bidder shall include any and all information pertinent to aiding the City in determining the abilities of the Bidder.
2. **Capacity.** The Contractor should clearly identify its capability to perform the work as outlined in the Specifications. The Contractor should clearly identify all disciplines available within the company and those areas that would be subcontracted. The Contractor should include their areas of expertise, including their familiarity with computerized and electronic control systems. Bidders should clearly identify all available resources within the company and those that will be subcontracted to others. Provide number of full-time/part-time employees and availability to provide on-call services.
3. **Comparable Work.** Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.
4. **Methodology.** The Contractor should identify its approach to maintaining operating efficiency of HVAC equipment under their control.
5. **Cost.** Cost Proposals shall include hourly rates as well as yearly preventive maintenance lump sum cost for each City Facility for the entire Contract Term, including renewal options.

IV. GENERAL CONDITIONS.

If a Contract is awarded, the selected Contractor will be required to adhere to the following set of General Conditions, which will become part of any formal agreement.

A. Contract Administration; Notice to City. The City Manager or his designee shall serve as the City's Contract Administrator. Any notices required to be provided to the City shall be provided to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 ((207) 593-0638). Invoices and payment issues shall be directed to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 (207- 593-0638). The Department Director at each City Facility, or their designees, shall serve as Facility Manager. Any communication specific to a City Facility shall be directed as follows:

- City Hall, 270 Main Street – City Manager ((207) 594-0300)
- Public Library, 60 Union Street – Library Director ((207) 594-0310)
- Public Safety Building, 118 Park Street – Fire Chief ((207) 594-0318)
- Public Works Garage, 9 Burrows Street – Public Works Director ((207) 594-0320)
- Recreation Center, 61 Limerock Street – Recreation Director ((207) 594-0321)
- Solid Waste Facility, 400 Limerock Street – Solid Waste Director ((207) 594-0320)

B. Assignment. Neither party to the Contract shall assign the Contract or any right or obligation under the Contract, including a right to payment, without the prior, written consent of the other party.

C. Subcontracting. To ensure accountability, no Sub-Contractors will be allowed without prior written approval from the City.

D. Contract Modification and Amendment. The parties may amend a term or condition of the Contract, in a written amendment signed by the parties. Amendments increasing the Contract Price shall only be made when necessitated by unforeseen circumstances beyond the control of either party.

E. Warranty. The Contractor will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

F. Damages. The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to the Work. The Contractor shall be responsible for damage to the City's premises that may be caused by the work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

G. Workmanship, Permits and Inspections. All work under the resulting contract will be performed in a skillful and workmanlike manner. The Contractor shall obtain all necessary permits required by laws and regulations, give all required notes, and pay all lawful fees in accordance with requirements for the particular work and the locality in which the project is being done. The Contractor shall deliver to the City certificates of inspection where such are required. Any inspection by the City does not relieve the successful Bidder from any responsibility regarding defects or other failures to meet the contract requirements.

H. Cancellation/Termination. Except as otherwise provided herein, the City may terminate this Contract by giving 30 days written notice to the Contractor. Such cancellation does not release the City or Contractor from the terms and conditions of the Contract during the notification period. In the event the Contractor defaults on the Contract by failing to furnish the goods or services in conformance with the Contract and to the City's satisfaction, the City shall promptly notify the Contractor of such default, and if correction is not made to the City's satisfaction, the City may, in its sole discretion, take whatever action it deems necessary to obtain substitute goods/services, and may terminate the Contract without further notice.

I. Contract Validity. In the event one or more clauses of the Contract are declared by a court of competent jurisdiction or mediator to be invalid, void, or unenforceable, such finding shall not affect the validity of the remaining terms and conditions of the Contract.

J. Governing Law; Jurisdiction & Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.

K. Equal Opportunity; Harassment. The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer. In the execution of the contract, the Contractor and all sub-contractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or sub-contractors of the Contractor who enter into or upon the City's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or City policies against sexual harassment and discrimination, and shall not engage in, and shall report to the City, any criminal or nefarious conduct on City property.

L. Indemnification. The Contractor is responsible for, and shall hold the City harmless from any and all losses, damages, claims, causes, costs, and expenses suffered or sustained by the City or for which the City of Rockland may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever as a result of an actual or alleged act, error, or omission of the Contractor in any way related to this Contract, and Contractor shall indemnify the City for any and all expenses, losses, or payments incurred in responding to or defending against any claim arising from such act, error, or omission of the Contractor, including attorney's fees and costs.

M. Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor, and not an employee or agent of the City. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person; that Contractor has special expertise as to the services which the Contractor is to perform; and that Contractor is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

N. Contractor's Liability Insurance. During the term of this agreement, the Contractor shall maintain the following insurance:

Type of Insurance	Each Occurrence	Aggregate
General Liability – Bodily Injury & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury & Property Damage	\$1,000,000	
Excess Liability	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contractor, Contractor shall pay the City's costs of defense. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance

policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer(s) due to Contractor's acts, errors, or omissions.

O. Compliance With Laws, License and Permit Requirements. Contractor shall comply with all requirements of law, including but not limited to the ordinances of the City of Rockland, all applicable Occupational Safety and Health Administration / Maine Department of Labor (OSHA / MDOL) requirements and the Americans with Disabilities Act, in any way relating to the performance of the Scope of Services and the completion of the Contract, including obtaining any and all required licenses and permits from any and all governmental agencies having any jurisdiction.

P. Interest of Contractor and the City of Rockland. The Contractor promises that there is no interest which would conflict with the performance of services required by this Contract. The Contractor also promises that, in the performance of the Contract no officer, or the agent, employees of the City, or member of its governing body, may participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

Q. Contingent Fees. The Contractor promises that it has not employed or retained any company or person, other than *bona fide* employees working solely for the Contractor, to solicit or secure this Contract, and has not paid or agreed to pay any company or person, other than *bona fide* employees working solely for the Contractor, any fee, commission, percentage, brokerage fees, gifts, or any other consideration contingent upon or resulting from the award or making of the contract. For breach of the promises, the City may cancel the Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee from the compensation due to the Contractor.

SPECIFICATIONS

I. CITY FACILITIES

- City Hall, 270 Pleasant Street
- Public Library, 60 Union Street
- Public Safety Building, 118 Park Street
- Public Works Garage, 9 Burrows Street
- Recreation Center, 61 Limerock Street
- Solid Waste Facility, 400 Limerock Street

II. SPECIFICATIONS

The Contractor shall be responsible for maintaining Original Design Performance (ODP) condition for all equipment and systems covered under this Contract. The Contractor shall accept all equipment and systems as is upon submitting their Proposal.

A. Proposal shall include:

1. Yearly cost for **monthly preventive maintenance** for each individual building.
2. Monthly inspection services on all mechanical equipment to ensure proper operation, calibration, to make adjustments to keep all mechanical equipment in proper calibration and operation.
3. Report to individual Facility Managers regarding problems or questions that need attention.
4. Time and Material (T & M) cost estimates for repairs.
5. HVAC equipment testing & calibration based on manufacturer's recommended maintenance schedule.
6. Automatic Temperature Control Maintenance and Repair.
7. All HVAC equipment, appurtenant devices and systems that are related to the HVAC Systems and Boilers are to be maintained.
8. Equipment **not** to be maintained under this Contract are such items as foundations, structural supports, domestic water lines, drains plumbing, gas lines, digital controls or components of the energy management system, unit cabinets, cooling tower structure, piping, electrical services (power) etc.

B. Parts and Component Replacements.

1. The Contractor will repair and/or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is extensive and it is mandatory to get a piece of equipment in operation. Replacement under this Proposal shall include any device covered in the Specifications. Approval by the Facility Manager is required prior to replacement with reconditioned parts.
2. For those parts of the system that may be U.L. listed, the Contractor will be responsible for the replacing U.L. listed components with U.L. listed components so as to maintain the entire system's U.L. listing. The Contractor shall not make any modifications to an existing system that will violate the U.L. listing as a system.
3. All parts, components or devices for the mechanical systems that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components, or devices of the same manufacture.

4. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
5. The Contractor shall not be made responsible for repairs or replacements necessitated by reason of neglect or misuse of the equipment by other than the Contractor, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear.

C. Equipment Included.

1. Preventive Maintenance and the responsibility of the Contractor shall not be limited to major pieces of equipment, but shall also include all appurtenant devices and systems related to heating, ventilation and air conditioning.
2. Mechanical Maintenance includes all parts, materials and labor necessary to perform Preventive Maintenance and make the repairs and, in addition, the necessary replacement of any units.
 - a. **Heating System.** Boilers, burners, furnaces, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, expansion tanks, etc.
 - b. **Cooling System.** Air conditioning compressors, evaporative condensers, air cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, ice pit, related equipment, etc.
 - c. **Air Handling System.** Fans, motors, air grills, plenums, registers, dampers, induction units, mixing boxes, fan coil units, etc.
 - d. **Temperature Control System.** Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, air compressors.
 - e. **Miscellaneous Equipment.** Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starter to their respective motor, check-valves, refrigerant piping and piping insulation, refrigerant.
 - f. **Maintenance services,** including repair labor and parts replacement, for portions of the systems and equipment that are non-maintainable or nonmoving are not required or included as part of this specification.
 - g. The Contractor shall provide a report of any work that is outside the scope of this specification that is in need of attention and that may include such equipment as outlined above.

D. Equipment Not Included.

1. Excluded items shall be considered as: foundations, structural supports, fan ductwork, domestic water lines, energy management system digital controls, drains, hydronic and domestic piping, etc.
2. Supplies, accessories or any items defined as replaceable by the City, such as: printer ribbons, paper, lights, etc.
3. Unless otherwise specified, erosion, corrosion, acid cleaning and damage due to freezing weather shall be excluded.

E. Services Included. The general services listed below shall apply to the systems and equipment used by the City. This Preventative Maintenance work shall be provided no less than twelve (12) times per year, including start-up and shutdown.

1. Contractor to provide 24-hour notice to the Facility Manager prior to performing scheduled Preventive Maintenance.
2. Contractor shall be responsible for scheduling the Preventive Maintenance and task functions to be performed on each scheduled call per calendar periods and operating hours as pertinent to each task. Master records shall be maintained and made available to the Facility Manager upon request.
3. As work is scheduled under Item #1, the Contractor shall issue, to the mechanic on the job, the necessary and appropriate manufacturer's recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
4. As work is performed, it shall be checked off on the service sheets and then kept on file by the Contractor **and** a copy shall be left with the Facility. The City reserves the right to have access to the Contractor's file within forty-eight (48) hours of notification to the Contractor. These files must be kept for the life of the Contract. This and all other work are to be performed in a professional manner by properly trained personnel. All maintenance shall include parts, labor and materials. Preventive Maintenance calls shall include checking the performance of all components and testing, adjusting, calibrating and cleaning of all system components.
5. The Contractor shall perform all unscheduled or emergency work as requested by the Facility Manager to maintain the HVAC equipment in ODP.
6. The Contractor shall report to the Facility Manager when on the job.
 - a. After each service call, a service report shall be left with the Facility Manager, detailing work accomplished.
 - b. Two of the scheduled service calls shall include the system start-up and the system shutdown for the appropriate season.

F. Special Inclusions.

1. It is agreed that the Facility Manager will provide general access to all devices that are to be serviced. The Contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed by the City.
2. The City will take responsibility for equipment malfunction where such access is denied.

G. Required Additional Services.

1. Boilers.

- a. Periodic cleaning of the gage glass at Recreation Center.
- b. At a minimum, the boilers shall have both their fireside and waterside cleaned in the second and fourth years of contract.
- c. The boilers at the Public Service Garage requires an annual "Hydrostatic" test, as required by the State.

2. Flue Gas Analysis.

- a. Burners shall be set-up to optimum efficiency at least once annually in the beginning of the heating season. Provide a written report indicating calculated burner efficiency to include excess air and theoretical CO₂.

3. Control Valves.

- a. Annual Inspection. Inspect and verify operation of control valves on an annual basis. Operation is to be verified by disconnecting from pneumatic system and using squeeze bulb pressure gauge to stroke valve and verify operating spring range. Any leaking shall be repaired.

4. Thermostats.

- a. Calibrate each thermostat **at least** once annually.

H. Response Time.

1. Contractor must, prior to any work, contact the Facility Manager. Failure to contact the Facility Manager may result in the unavailability of access to City properties. City properties will remain operative during the work. In the event of an emergency the contractor **may** have to cease all work until directed by a representative of the City to continue with the work.
2. All planned maintenance service under this agreement will be performed during the Facility's normal business hours.
3. Every activity performed under this Proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience.
 - a. Unscheduled service work reported to the Contractor (by telephone or otherwise) shall be performed within four (4) hours of receipt of notification from the Facility Manager.
 - b. Emergency service work reported to the Contractor (by telephone or otherwise), outside of the Facility's normal business hours, shall be performed within four (4) hours of receipt of notification. The Contractor may charge the Facility that portion of overtime labor cost above the normal hourly rate.
4. If, for some unknown reason or reasons, equipment must be shut down for an extended period of time, the Facility Manager shall be notified immediately of the delay and the measures being taken to put the equipment back in service. If, in the opinion of the Facility Manager, the repair, replacement or maintenance of equipment will cause undue inconvenience to the occupants, or services of the building, the Contractor will perform the repair, replacement or maintenance work outside of normal business hours, or on weekends, as instructed by the Facility Manager. The Contractor may charge the Facility that portion of overtime labor costs above the normal hourly rate.
5. Due to the critical nature of off-hour calls, the Contractor must provide their procedure for handling night and weekend calls with their Proposal.
6. Failure to submit with the Proposal could result in rejection of the Proposal.
7. A minimum of one (1) or more local HVAC Mechanics employed by the Contractor shall be available to this project twenty-four (24) hours per day, 7-days per week.
8. The Contractor shall provide the Facility Manager with two (2) local area phone numbers answered by a person, or persons, under direct employment of the Contractor.
9. Qualified and trained service personnel that are directly employed by the Contractor shall perform services that are to be provided. Under no condition shall the Contractor subcontract any work specified herein without expressed approval by the City.
10. The Contractor shall be available, at no additional charge to the City, for consultation regarding design changes or equipment selection based on past experiences with similar systems.

11. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.
12. Reporting: The Contractor shall report to the Facility Manager when on the job. After each service call, a service report shall be left with the Facility Manager, detailing work performed. A service report shall generally include: type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, hourly rate and summary of work done.

I. Estimates.

1. Facility Managers will authorize all non-emergency work. The Contractor will provide written “not-to-exceed” estimates on all non-emergency work.
2. The estimate will include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. It will be the Contractor’s responsibility to ensure they have all information to prepare accurate estimates. The City will not bear costs for work to develop estimates.
3. Work will only be performed with the City’s authorization within the time period agreed upon between the City and the Contractor. Upon authorization, actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this Contract.

J. Materials.

1. All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used. All parts removed for replacement become the property of the City and shall remain at City facilities, unless otherwise directed by the Facility Manager. All stocked supplies, parts or components remain the property of the Contractor until such supplies, parts and repair components are used or installed in or on the City’s premises or equipment. The City shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, equipment and/or articles are removed, or to declare the Contract forfeited for nonperformance or not being executed according to the intent or meaning of the Specifications or other documents used in conjunction with this Work.

K. Use of City Premises.

1. The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his employees to the limit indicated by law, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with his materials or equipment. Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of City business. Contractor shall remove all rubbish and debris from City property and legally dispose of it.

L. Regulations and Safety Guidelines.

1. All Contractors and Subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2. All Contractors and Subcontractors shall perform all work in accordance with applicable local, State, and Federal laws, rules, regulations, zoning and building codes, as well as OSHA guidelines in effect at the time of the project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards.
3. Contractor shall also provide notification to the Facility Manager and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

M. General Specifications.

1. All heating, ventilation and air conditioning services shall be conducted in a manner that will not create a hazard, nor hinder City operations. The safety of the public, City employees, and the Contractor's employees is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contract.
2. Only qualified and trained service personnel that are directly employed by the Contractor shall perform all work.
3. It is agreed that the Facility Manager will provide general access to all devices, which are to be serviced. The Contractor shall arrange with and shall be directed by the City when electrical power must be shut down to effect repairs or installation of new devices. The City will take responsibility where such access is denied.
4. The City will provide reasonable means of access to all equipment covered by this Contract. The Contractor will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with the Facility Manager.
5. Contractor will be responsible for carefully examining the proposed work sites and to judge for themselves the nature of the work to be done. Proper equipment and care shall be used to prevent unnecessary damage to areas around the work to be performed.
6. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed, as requested by the City. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this Contract.

N. Proposer Qualifications. The following requirements shall be considered as the minimum standards for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award. The information shall be included on the Bidder's Proposal.

1. The Contractor shall be properly licensed to perform the work described in these Specifications, including boilers.
2. A period of five (5) years experience in the performance as a heating and air conditioning contractor shall be considered a minimum.
3. The Contractor shall maintain a local office that is within a fifty (50) mile radius of the City facilities to be serviced under this Specification. The local office shall have an adequate inventory of replacement parts and components, as well as the proper tools and test equipment to maintain all systems under contract.
4. The Contractor's Preventative Maintenance program shall be based on the manufacturer's recommended maintenance procedures.
5. The Contractor shall have a uniform and detailed method by which Preventative Maintenance tasks are defined, scheduled, recorded, updated and processed. The Contractor's Preventative

Maintenance program shall be computer generated, based on manufacturer's recommended maintenance procedures and a historical data bank of similar equipment. Simple computer based, run time only or hand-scheduled programs are not acceptable. The Contractor's service mechanics must use and provide to the Facility Manager for approval upon completion on each service call, copies of the computer generated sheets defining the tasks performed on each piece of equipment.

- 6.** The Contractor shall provide with their Proposal, the certifications and resumes of all personnel to be associated with this contract.

7. STATEMENT OF COMPLIANCE/DEVIATIONS FROM SPECIFICATIONS

The Bidder proposes the following deviations from the Specifications and/or the Drawings, which the Bidder represents and warrants as being fully equal or superior to the requirements of the Specifications and Drawings, for the reason(s) set forth fully below (attach additional sheets if necessary):

If there are no deviations from the Specifications and/or the Drawings, please state same.

I certify that the foregoing fully and completely describes each proposed deviation, if any, and the reasons why each deviation is fully equal or superior to those in specified in the Detailed Specifications.

Date: _____, 2013 **BIDDER:** _____
Name of Company

BY: _____
Authorized Representative

Its: _____
Title