



REQUEST FOR PROPOSALS
ON-CALL HVAC EQUIPMENT REPAIR AND MAINTENANCE
SERVICES
PROJECT NO. OM-24-012

Issued by:

City of Stockton

Public Works Department, Operations and Maintenance

1465 South Lincoln Street

Stockton, CA 95206

Date Issued: August 23, 2023

Date Proposals Due: Friday, September 8, 2023, by 5:00 pm

LATE SUBMITTALS WILL NOT BE ACCEPTED

1. INTRODUCTION

The City of Stockton (City) Public Works Department Facilities Maintenance Section is soliciting proposals to contract with State-licensed Heating Ventilation and Air Conditioning (HVAC) contractors (Contractor) to provide on-call HVAC equipment repair and routine maintenance services. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks, transportation, incidental and customary work necessary to competently perform on-call HVAC repair and maintenance services at several facilities owned or operated by the City, and sites as required/requested in accordance with the most recent California Building HVAC requirements.

The City intends to select a Contractor who is registered and licensed in the State of California to administer the duties and responsibilities set forth in this Request for Proposals (RFP). The Contractor will be required to have qualified staff with demonstrated experience in HVAC equipment maintenance and repair. Proposals will be reviewed and ranked on company experience, staff qualifications, communication, references, cost proposal and other relevant information. Once negotiated, the City will award a Service Contract for a term of five (5) years. Award of a contract does not guarantee any particular work or dollar amount. No specific work has been identified at the time of the development of this RFP. Repair and maintenance jobs are identified and implemented by Facilities Maintenance staff and at the request of varying departments.

2. BACKGROUND

The City's Public Works Department Facilities Maintenance Section is responsible for the maintenance of the City's HVAC equipment at various City-owned and operated buildings. The City maintains the boilers, chillers, cooling towers, air handlers and air compressors at City facilities and is seeking a qualified HVAC contractor to perform services that include troubleshooting, annual startup service, mechanical inspection, routine maintenance, winterizing, timely on-call response and the furnishing of all labor, materials, tools, equipment, supplies, transportation, incidental and customary work necessary to competently perform the duties set forth in this RFP at the listed facilities and additional sites, if required and/or requested. All repair work will be on-call and there is no guaranteed number of work hours. Ensuring that City facilities are in safe and working condition as quickly as possible is a critical component of this RFP.

3. CONTRACT PERIOD

- 3.1. Any resultant Service Contract shall be effective beginning the date of execution by the City Manager, and shall remain in full force through June 30, 2028, without any options for extension. The City may terminate the contract at any time as a result of unsatisfactory performance or lack of funding.
- 3.2. The City does not guarantee a minimum or maximum dollar value for any contract resulting from this solicitation.

3.3. Goods and/or services shall not be suspended by the Contractor without 30 days prior written notice to the City's designated Contract Administrator.

4. PRICE

Contractor is to provide a base hourly rate charge on the attached price sheet (**Attachment C**) for as-needed repairs.

The hourly rate bid for each type of service listed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit. Labor rates include service trucks and all tools/equipment typically found on service trucks.

Contractor prices stated in Cost Proposal shall be effective from the date the proposal package is submitted to the day the agreement is awarded and through the initial term of the contract.

All charges shall begin at the time when the Contractor arrives at the site and end upon the completion of work at the site. Labor hours shall be charged based on actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

Mark-up on parts and materials may not exceed 15 percent (15%) of Contractor's cost as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, and parts/materials cost.

5. PRICE ADJUSTMENT

Price adjustments shall only be made to the hourly labor rate shown on the Cost Proposal in the case of a published change in the applicable wage determination made by the California Department of Industrial Relations (DIR). Such price adjustments shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. DIR wage determination-based price adjustment requests must be submitted and approved as an amendment to the original contract.

6. SCOPE OF WORK: See Attachment A

7. WARRANTIES

Contractor warrants that the work performed shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract Documents and shall be free of defects in workmanship. All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed.

Contractor shall, at its own expense, promptly repair, replace and/or re-perform any portion of the work that is defective or in any way fails to conform to the requirements in

the Contract Documents for a period commencing on the date of final completion of the work and acceptance by City, and ending one (1) year as thereafter as such one-year period is extended through any extended warranty provided in the Contractor's Bid. Any repair, replacement or re-performance will meet the requirements in the Contract Documents for a period of one (1) additional year following City's acceptance of such repair, replacement or re-performance. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, City may conduct the necessary work at the Contractor's expense.

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall appoint a Project Manager who is responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representatives to discuss any problem areas.

The Contractor shall employ only workers who are competent and skilled for work under this Contract. The City shall, throughout the term of the Contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the Contractor. If the City's Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

Work estimates and recommendations for repair shall be given only to the Contract Administrator and not to City staff working at individual jobsites. Interactions between Contractor employees and City staff at jobsites shall remain professional and courteous.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

Contractor shall employ a sufficient number of staff to ensure performance of the work, as described in **Attachment A**, Scope of Work, to ensure timely response to any emergency calls. All work shall be performed by experienced staff directly employed by the Contractor.

Each employee of the Contractor shall be identified by photograph identification badge and uniform readily identifying the worker as an employee of the Contractor's firm. Each employee must be so identified at all times while performing work in any City facility.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Contractor shall keep the premises free from the accumulation of waste materials, refuse, and other debris resulting from the work. Upon completion of the work, the Contractor shall remove all waste materials, refuse and debris from and about the premises as well as all tools, construction equipment, machinery and surplus material, and leave the site clean and ready for occupancy.

Contractor will be responsible for the removal, packaging, transportation and proper disposal of all materials deemed as waste per all applicable local, state, and federal regulations. Disposal of Contractor project waste in City containers or at City facilities is not allowed.

9. CONTRACTOR QUALIFICATIONS

The successful Contractor must have been actively engaged in the maintenance and repair of commercial building HVAC systems of similar size, scope and complexity covered by this contract for a minimum of (5) years. The Contractor shall show that they have available, under direct employment and supervision, the necessary organization and facilities to properly fulfill all services and conditions required under these specifications and the Scope of Work. In addition, the Contractor should use only licensed, skilled professionals having a minimum of five (5) years of experience in maintaining and repairing various HVAC equipment units.

Contractor shall possess valid C-20, C4 and C38 licenses from the California Contractor's license Board.

Contractor shall have extensive knowledge and experience doing business with governmental entities as a direct provider without the use of a subcontractor. Contractor shall have the ability to self-perform the requested work.

To the extent of personnel and equipment to be provided under this agreement, contractor, if so requested, shall afford City an opportunity to inspect Contractor's equipment prior to award of the agreement.

10. WORK LOCATIONS

FACILITY	ADDRESS
Main Police Department Operations Building	22 E. Market St.
Stewart Eberhardt Building	22 E. Weber Ave.
Stockton City Hall	425 N. El Dorado St.
Stockton Memorial Civic Auditorium	525 N. Center St.
Cesar Chavez Central Library	605 N. El Dorado St.
Margaret Troke Library	502 W. Benjamin Holt Dr.

11. JOB WALK

A job walk to visit all work locations has been scheduled for **Tuesday, August 29, 2023**, at the locations and approximate times listed below:

FACILITY	ADDRESS	TIME
Main Police Department Operations Building	22 E. Market St.	8:00 am
Stewart Eberhardt Building	22 E. Weber Ave.	8:45 am
City Hall	425 N. El Dorado St.	9:30 am
Stockton Memorial Civic Auditorium	525 N. Center St.	10:15 am
Cesar Chavez Central Library	605 N. El Dorado St.	11:00 am
Margaret Troke Library	502 W. Benjamin Holt Dr.	12:00 pm

Please **register by Monday, August 28, 2023**, to attend the job walk by notifying Cristina Pfeffer, Project Manager, via email or phone, at:

Cristina.Pfeffer@stocktonca.gov, or (209) 937-8954.

12. INVOICING

Contractor shall promptly submit two (2) packets of itemized invoices per month. Invoices for the first half of the month (1st through 15th) shall be submitted no later than the 22nd or the next business day should the 22nd fall on a weekend or holiday. Invoices for the second half of the month (16th through the end of the month) will be submitted no later than the 7th or the next business day should the 7th fall on a weekend or holiday. All invoices should reference the contract number and a City work order number, if provided.

Invoicing the by the Contractor shall be clearly itemized to show labor hours, materials, direct costs, any mark-up, and shall include but is not limited to, the following:

- 12.1. Location and address of facility receiving services
- 12.2. Name and signature of City designee authorizing work
- 12.3. Contract number
- 12.4. Services provided

12.5. Dates and hours of service

13. RFP GENERAL INFORMATION

13.1. Proposal Submissions

Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City.

An electronic copy of the proposal shall be submitted via email **no later than 5:00 pm on Friday, September 8, 2023**, to the following email addresses:

Katrina.Tavares@stocktonca.gov
Cristina.Pfeffer@stocktonca.gov

The subject line of the email shall include **ON-CALL HVAC EQUIPMENT REPAIR AND MAINTENANCE, Project No. OM-24-012**.

The Cost Proposal must be a separate electronic document labeled "Cost Proposal," with the project name and number. Late proposals will not be accepted.

13.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate a Service Contract with the company submitting the highest-ranking proposal. The City also reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

13.3 Proposal Questions and Requests for Clarification

Questions and requests for clarification shall be submitted via email to:

Cristina.Pfeffer@stocktonca.gov

Requests for clarification shall be submitted by **5:00 pm on Thursday, August 31, 2023**. If a response warrants an addendum to the RFP, such addendum will be posted on Bid Flash at least two (2) business days prior to the proposal due date. A document containing answers to proposer questions and requests for clarification will also be posted on Bid Flash by **Tuesday, September 5, 2023**. It is the proposer's responsibility to check the website for any addendums or responses to questions. The website address is as follows:

<http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public Works>

13.4 Causes for Disqualification

Any of the following may be considered cause to disqualify a proposal without further consideration:

- A. Evidence of collusion among proposers.
- B. Any attempt to improperly influence any member of the evaluation panel.
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proposal submittal and considered non-responsive.
- D. A proposer's default in any operation of a professional services contract/agreement which resulted in termination of that agreement.
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proposer and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal/bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.
- G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

13.5 Licensing Requirements

The following licenses issued by the California Contractors State License Board are required for this project:

- C-4 – Boiler, Hot Water Heating and Steam Fitting
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C38 – Refrigeration

Professional certifications or licenses required are the sole cost and responsibility of the successful proposer.

Contractor is not required to have a valid City of Stockton business license to submit a proposal. The Contractor selected to perform this work must obtain a City of Stockton business license prior to a purchase order being issued and must maintain this license throughout the duration of the Contract.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certifications required for performance of the services being bid upon. The copies shall be emailed to the City no later than ten (10) days after the Contractor

receives notice of award from the City. Current copies of licenses and certificates shall be provided to the City within 24 hours of demand at any time during the contract period.

The City of Stockton Business License Division can be reached at (209) 937-8313, or business.license@stocktonca.gov.

13.6 Insurance Requirements

The proposer must obtain and maintain the required insurance. Proposer should review **Attachment B**, Instructions to Proposers, for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

13.7 Local Business Preference

Stockton Municipal Code Section 3.68.090 applies to this project. Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal.

Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted a two (2) point preference.

Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted a five (5) point preference.

13.8 Department of Industrial Relations

Registration with the California Department of Industrial Relations is required for this project. Please refer to **Attachment B**, Instructions to Proposers, for registration requirements.

13.9 Start of Work

The selected Contractor shall be expected to begin work within 30 days of contract signing and complete services according to the Scope of Work (**Attachment A**) at the locations listed in Section 10, Work Locations, of this RFP. The City reserves the right to add or delete locations from this list.

13.10 Product Ownership

Any documents resulting from the performance of work in the contract will become property of the City, including all work performed by subcontractors.

14. REQUIRED PROPOSAL CONTENT

The proposal shall be no more than 20 pages, with a minimum font size of 12. Proposer shall submit one electronic copy of the proposal and a separate electronic copy of the Cost Proposal.

Proposals must include narrative responses to the following:

14.1 Cover Letter/Introduction

The cover letter shall be signed by an official with the authority to negotiate and contractually bind the company with the City of Stockton. Provide the name, title, mailing address, email address and phone number for this officer, and the name of the company submitting the proposal.

Briefly introduce the proposal, including a statement of the Contractor's approach to providing the services listed in this RFP. Describe any subcontract arrangements or licensing agreements and include any conflicts of interest.

14.2 Project Team

Describe your team organization including the qualifications of the primary Project/Account Manager and any other key personnel related to the project. Provide an organizational chart of the proposed team structure.

The following should be addressed:

- A. Demonstrate the company's experience in each of the areas of expertise needed to successfully complete the project. This should include a description of prior experience working with public agencies, including working with City staff.
- B. Ability for project team to perform the proposed work within the time limits of the project, considering their current and projected workload and assignments.

14.3 Detailed Work Plan

Describe the efforts the Contractor will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work (**Attachment A**).

Briefly describe the approach and process the vendor will employ to successfully complete the work to be performed. Include any specific staffing or equipment resources that will be employed by the Contractor.

The following should be addressed:

- A. The Contractor's service request reporting mechanism and phone answering system allowing 24 hours, 7 days per week service, with capability of contacting and dispatching service personnel.

- B. The Contractor's ability to respond to, mobilize, and be onsite ready to start work for all emergency requests within 4 hours.
- C. The Contractor's ability to maintain a supply of available parts and maintain a supply system for acquisition of additional parts with minimal delay.
- D. Include a description of how your company administers quality assurance and control for the work being performed.

14.4 Examples of Experience with Similar Types of Work

Provide examples of contracts/accounts held in similar scope and size to this project.

Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Provide names, street addresses, and phone numbers and explain the circumstances.

14.5 References

Provide three references from clients your company has served in the past three years, including one client that has newly engaged the company in the past 36 months and one long-term client. Submit letters of reference for the company, two of which are familiar with the Project/Account Manager and key personnel. This shall include the name, company, contact information, and description of related work that was provided to the client. No City of Stockton elected officials, appointed officials, or employees may be provided as a reference for this proposal.

14.6 Billing/Invoicing

Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City's needs. Please attach samples of your company's billing forms and invoices.

14.7 Cost Proposal

The total cost proposal for the provisions of the Contract shall include all wages, payroll taxes, fringe benefits, insurance, vehicles, transportation, equipment, materials, supplies, overhead and profit.

The Cost Proposal must be submitted as an electronic document completely separate from the proposal.

15. PROPOSAL EVALUATION

15.1 Proposal Scoring Criteria

Proposals will be ranked out of 100 total points using a "best value" methodology based on the following categories:

- A. **Cost Proposal (35 points).** Points will be weighted with regard to the rate anticipated to be utilized most by the City.
- B. **Detailed Work Plan (35 points).** Contractor's ability to provide a full range of services as defined in the Scope of Work (**Attachment A**). Contractor's service request submission protocol and phone answering system with 24/7 service, capable of contacting and dispatching service technicians. Contractor's ability to respond to, mobilize and arrive onsite, ready to start work for all emergency requests within four (4) hours. Contractor's ability to maintain a supply of available parts and a system for acquisition of additional parts immediately, or with minimal delay.
- C. **Experience and References (20 points).** Contractor's experience with providing a superior level of service to like-sized public and/or private entities. Contractor's references.
- D. **Invoice Samples (5 points).** Clarity of sample invoices utilized by the company. Ease with which company can customize invoice templates to fit the City's needs.
- E. **Local Business Preference (2-5 points).** A maximum of 2 points for companies with offices outside of Stockton, but inside San Joaquin County will be given, and 5 points will be given for companies with offices in Stockton, in accordance with Stockton Municipal Code Section 3.68.090.

The City's selection committee will evaluate all proposals. This is a qualifications and cost-based selection, so ranking will be in accordance with the above and the attached Evaluation Scoring Worksheet (**Attachment D**). Cost proposals will not be opened until after all other categories have been evaluated. As local preference is a factor; Stockton firms are encouraged to submit proposals.

15.2 Tentative RFP Schedule

The Contractor Selection process will follow the tentative timeline shown below:

<u>Event</u>	<u>Date</u>
Post Request for Proposals	August 23, 2023
Job Walk	August 29, 2023
Written Questions submitted by Response to Written Questions	August 31, 2023, at 5:00 pm Sept. 5, 2023
Proposals Due	Sept. 8, 2023, at 5:00 pm
Interviews Start	Sept. 2023
Negotiations	Sept. 2023

City Council Approval

December 2023

15.3 Negotiations

The Contract will be awarded to the most responsive and responsible proposer based on the best cost, qualifications and experience, including the quality of the equipment, products, materials, services to be provided and the support that the proposer offers during the duration of the contract terms.

The selected Contractor will be expected to enter into a Professional Services Contract with the City. Proposers should direct their attention to **Attachment B**, Instructions to Proposers, for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until Council approval and City Manager signature. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS

Attachment A – Scope of Work

Attachment B – Instructions to Vendors

Attachment C – Cost Proposal Sheet

Attachment D – Evaluation Scoring Sheet