



CITY OF NAMPA

REQUEST FOR PROPOSAL (RFP)

**HVAC MAINTENANCE AND REPAIR FOR THE
CITY OF NAMPA**

Issued By:

CITY OF NAMPA FACILITIES DEVELOPMENT

Submit Proposals to:

City of Nampa Facilities Department

500 12th Avenue South

TABLE OF CONTENTS

| | |
|---|----|
| 1. Request for Proposal | 3 |
| 2. Scope of Services | 14 |
| 3. Preventative Maintenance Task List | 19 |
| 4. Proposal Instructions..... | 28 |
| 5. Services Contract Agreement | 31 |
| 6. Attachment List | 39 |

REQUEST FOR PROPOSAL

1.0 Proposal Instructions and Information

- Proposals are to be received no later than **Friday, August 21, 2020, 10:00 a.m. local time.**
- **MANDATORY Pre-proposal Conference**
A mandatory pre-proposal conference will be held on **Wednesday, August 5, 2020 at 2:00 p.m. at the Nampa Development Services Center, 500 12th Ave South, Nampa, Idaho.** The purpose of this meeting is to clarify requirements and answer Proposer questions. A visual presentation will be shown that will highlight equipment and locations where services are to be performed. A record of the Proposers attending the meeting will be maintained for verification purposes. The Proposers shall be responsible for ensuring their attendance is documented by signing the attendance sheet.
- The Contract Agreement and any attachments to this proposal will form the terms and conditions of the Agreement and will be binding on the successful Proposer. The successful Proposer will be expected to execute the Contract Agreement and fully execute the services described within this document and their Proposal unless objections are submitted with the Proposal; no objections will be considered following the Proposal acceptance time.
- The Owner is the City of Nampa.
- If a "Proposal Schedule" is present, the Schedule shall be completely filled in by the Proposer and included in their proposal. Where proposal formats are requested, Proposer is to comply with all specifications.
- The submission package or envelope must be SEALED and plainly marked with the following: (1) the Solicitation name (City of Nampa – HVAC Maintenance Services 2021), (2) the name of the item or service being sought (Request for Proposal), and (3) the opening date and time. The submitting Proposer's return address must appear on the envelope or package. Do not respond to more than one Solicitation in the same envelope. A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the City, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. **DO NOT FAX YOUR BID OR PROPOSAL.**

- Bids and Proposals must be submitted in writing. No oral, telephone, facsimile, telegraphic, or late submissions will be considered. All submissions must be received at the Facilities Development Office, 500 12th Ave South Nampa Idaho 83651, with the time and date stamped prior to the closing date and time. It is the submitting Proposer's responsibility to timely submit their Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped.
- All bids must be signed. Bids not signed will be disqualified and considered non-responsive.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

1.1 Intent of Proposal & Purpose

The City seeks to award HVAC Services to one Company. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Anticipated Schedule

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

| | |
|--|-----------------------------|
| Issue Request for Proposal (RFP) | July 16, 2020 |
| Mandatory Pre-Proposal Conference | 2:00 p.m. August 5, 2020 |
| Request for Clarification | 12:00 p.m. August 11, 2020 |
| Addenda to RFP | 5:00 p.m. August 14, 2020 |
| Proposals Due | 10:00 a.m., August 21, 2020 |
| Evaluation Period | August 24-28, 2020 |
| City Council Approval | September 8, 2020 |
| Start Work | October 1, 2020* |

*Contingent on obtaining security clearance and obtaining badges

The Service Provider shall not commence work until a meeting between representatives of the Proposer and City is held. The meeting will be held at a City site, at a time and date to be established.

1.3 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

1.4 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be conducted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Nampa employees, and may include citizens of the City.

1.5 Insurance

The Service Provider will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy or certificate of insurance will name the City as a named insured where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with the City prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Proposer and the City, but the Proposer may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with the City.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Proposer, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Proposer under this contract.

- a. Proposer's and sub proposer's Insurance. The Proposer will not commence providing service under the contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Proposer hereunder.
- b. Compensation and Employer's Liability Insurance. The Proposer will maintain during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$1,000,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Proposer will require the Sub Proposer similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.
- c. Proposer shall have and maintain Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles also to include

Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when they are owned vehicles. Personal Automobile Liability coverage, in the minimum amount of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

Proof of all insurance shall be submitted to City of Nampa.

The minimum limits of insurance described above will not be deemed a limitation of the Proposer's covenant to indemnify.

1.6 Reserved Rights

The City of Nampa reserves the right to accept or reject proposals. The City may select firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm(s) selected through this process as the best qualified will then be requested to negotiate a contract.

1.7 Public Records

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Law and will be available for inspection and copying by any person. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:

- a. Indicate by marking each page of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Law and will not be honored:

- a. Marking your entire Bid or Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

1.8 Taxes

The City of Nampa is exempt from federal and state taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a Proposer are subject to Use Tax. All other taxes are the responsibility of the Proposer and are to be included in the Proposer's Proposal pricing.

1.9 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification, to be received no later than **12:00 p.m. (noon), Tuesday, August 11, 2020**. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The notification may be denied, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

Brian Foster
Facilities Management Superintendent
City of Nampa
500 12th Ave South
Nampa, ID 83651
fosterb@cityofnampa.us

1.10 Addenda to the RFP

If this RFP is modified by the City, the modifications will be sent to each Proposer in writing via email by **Friday, August 14, 2020, 5:00 p.m.** Verbal modifications are not binding on the City or the Proposer. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal Response.

1.11 Modification and Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.12 Proposal Questions

Questions and responses of any one Proposer, which the City of Nampa deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Nampa may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Nampa, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.13 Protest of Proposer Selection or Contract Award

Proposers who disagree with the City's selection decision may protest that decision. The judgment used in the scoring by individual evaluators is not grounds for appeal. No protest because of a solicitation provision, evaluation criteria, scope of work, specification or contract term that could have been raised as a Solicitation Protest will be considered. The selection protest must be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The protest shall be submitted to the Facilities Manager at the following address:

Written protests are to be directed to:

Brian Foster
Facilities Management Superintendent
City of Nampa
500 12th Ave South
Nampa, ID 83651
fosterb@cityofnampa.us

1.14 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service provided that the City Council may use to award contracts to the Proposer it determines appropriate.

| SCORE | |
|------------------------------------|-------------------|
| Cover Letter and Signature Sheet | Pass/Fail |
| Company Profile and Qualifications | 20 Points |
| Personnel Qualifications | 20 Points |
| Service Capability and Staffing | 20 Points |
| References | 10 points |
| Price Proposal | 30 Points |
| Total Points | 100 Points |

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal.

Award will be to the highest ranked Proposer after all factors have been evaluated, provided that, the City Council may award contracts to the Proposer it determines appropriate and may include entities with a significant local economic presence.

1.15 Significant Local Economic Presence

To qualify as a Proposer with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the proposal opening.

The Metropolitan Impact Area includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the State of Idaho.

1.16 Idaho's Reciprocal Preference Law

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code § 67-2348.

1.17 Offer and Acceptance Period

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

1.18 Notice of Intent to Award

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

1.19 Payments and Billings

The awarded Proposer will submit all invoices to:

Facilities Development
City of Nampa
500 12th Ave South
Nampa ID 83651

Payments are processed weekly. The awarded Proposer can expect the City to issue and mail payment for services rendered within 45 days and after receipt of invoice.

1.20 Stop Work Order

Any "Stop Work Order" given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

1.21 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and minority owned firms are encouraged to submit a proposal. The City actively encourages any proposals by D.B.E. firms for goods and services for the City.

1.22 Discussions

The City reserves the right to conduct discussion with offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

1.23 Presentations

Proposers may be invited to make oral presentations to CITY personnel.

2.0 STANDARD TERMS AND CONDITIONS

2.1 Assignment or Subcontracting

The Successful Proposer(s) may not assign or transfer this Agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Nampa. If the City of Nampa consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firm will be expected to execute a contract with the City of Nampa. Specific exception shall be submitted with proposal for City to consider.

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Proposer in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Proposer; however, any substantial non-conformity in the offer, as determined by the City shall be deemed non-responsive and the offer rejected.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated Agreement between the City of Nampa and the Successful Proposer, records will normally become the property of the City of Nampa and subject to state law and City of Nampa policies governing privacy and access to files.

2.4 Examination of Records

The City of Nampa shall have access to and the right to examine any pertinent books, documents, papers, and records of the Successful Proposer involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Successful Proposer shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

2.5.1. The Successful Proposer shall not hire any officer or employee of the City of Nampa to perform any service covered by this Agreement.

2.5.2. The Successful Proposer affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Successful Proposer family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Nampa.

2.5.3. The Successful Proposer shall not be in a reporting relationship to a City of Nampa employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Successful Proposer.

2.6 Copyright

The City of Nampa shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Successful Proposer warrants that all creators of copyrightable material delivered under this Agreement to the City of Nampa are, at the time of the material's creation, bona fide employees or Sub Proposers of the Successful Proposer, and that such creation is within the course and scope of the creator's employment.

2.7 Confidentiality (n/a)

2.8 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.9 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.10 Standard for Performance

The parties acknowledge that the City of Nampa, in selecting the Service Provider to perform the services hereunder, is relying upon the Service Provider reputation for excellence in the performance of the services required hereunder. The Service Provider shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Service Provider shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.11 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.12 Applicable Law

The laws of the State of Idaho shall govern this Agreement.

2.13 Rejection of Proposals

The City of Nampa may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Nampa. City of Nampa is in no way obligated to any respondent for the work as set forth in the specifications.

2.13.1 The City of Nampa reserves the right to accept or reject proposals, without further discussion.

2.13.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.13.3 If, in the opinion of the City of Nampa, the solicitation does not result in reasonable prices to the City of Nampa, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

2.14 Commencement of Work

The Service Provider is cautioned not to commence any billable work or provide any material or service under the contract until Service Provider receives purchase order or is otherwise directed to do so, in writing, by the City.

SCOPE OF SERVICES

1. Scope

The City of Nampa is seeking contract pricing for HVAC (heating, ventilation, air conditioning) preventative maintenance and repair for municipal buildings. Preventative maintenance and repairs may include, but not be limited to; roof top units, exhaust fans, energy recovery units, commercial size boilers, furnaces, chillers, air to air and ground source heat pumps, make up air units, fan coil units, unit heaters, and evaporative cooling units. Vendor will include sufficient quantity of pleated air filters for a quarterly change using a minimum Merv 8 air filter, bag filters as needed or required, and 1 annual belt change with a standby belt onsite. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work. The vendor must be available 24 hours per day, seven (7) days per week, including all holidays.

The Service Provider shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Service Provider's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

2. Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Observed Holidays

The City of Nampa observed holidays are listed below. The City of Nampa facilities are closed on these days and services are not required except where otherwise specified. Scheduled services that fall on a holiday are to be performed the **next business** day. Observed holidays are:

- New Year's Day
- Martin Luther King/Human Rights Day

- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

3. Minimum Qualifications of Service Provider

Service Provider must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Service Provider must:

- 3.1. Be a company that has been in business and performing services specified herein for a minimum of five (5) consecutive years.
- 3.2. Possess and keep in force all licenses, certifications, bonds and permits required to furnish and perform the services specified herein.
- 3.3. Possess the ability to commit sufficient staffing, equipment and materials to perform the work required.

4. Qualifications of Service Provider's Personnel

- 4.1. All matters pertaining to the recruitment, screening, hiring and retention of personnel shall be the exclusive responsibility of the Service Provider. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.
- 4.2. All personnel used by the Service Provider shall be subject to review and approval by the City. The City reserves the right to demand the removal of any employee who is deemed unacceptable for any reason.
- 4.3. All work by contract personnel shall be performed in a professional, courteous manner. Discourtesy, rudeness, or the use of profanity will not be tolerated, and shall be grounds for immediate removal of the offending employee from performing work under any contract awarded as a result of this specification.
- 4.4. All personnel used by the Service Provider for the performance of this work shall be properly trained and qualified to perform services of the type and scope as described herein. The Service Provider shall provide evidence of qualifications of any personnel performing work under this Contract upon request by the City. Specific position qualifications are as follows:

4.4.1. All employees of Service Provider shall be neatly attired in uniforms supplied by Service Provider while working at City locations and must properly display the identification badge provided under the terms of this agreement. The minimum uniform will consist of an outer garment with the company name located on the chest. Employee must be easily identified at all times.

5. **Security**

5.1. Proposer will be responsible for compliance with all City security requirements. **Service Provider's personnel shall not let any unauthorized person into any City facilities.**

5.1.1. Service Provider's personnel will be required to undergo a security clearance via a fingerprint background check in accordance of the requirements of the Criminal Justice Information Services (CJIS). Security checks will be coordinated through the Nampa Police Department (NPD). The City will be responsible for the costs associated with this process.

5.1.2. Service Provider's personnel must present a professional appearance acceptable to the City. For identification purposes, the use of uniforms is required with company identification or logo.

5.1.3. Service Provider's personnel will be responsible for ensuring that all doors are closed and locked as designated by the City upon completion of the work.

5.2. Photo Identification/Access Cards:

5.2.1. Photo Identification/Access Cards shall be issued by the City and shall be worn at all times by the Proposer's personnel and representatives while at City work locations.

5.2.2. Service Provider's personnel will not be allowed to access the City's work locations without a Photo Identification/Access Card. Personnel found onsite without a Photo Identification/Access Card will be asked to leave immediately.

5.2.3. Photo Identification/Access Cards shall be issued by the City. The City will supply Photo Identification/Access Cards at no charge to the Service Provider.

5.3. Keys:

- 5.3.1. Prior to the commencement of the Contract, City will issue to Service Provider access keys and combinations necessary to access the areas where Service Provider will be required to perform the work.
- 5.3.2. Service Provider shall be responsible for maintaining positive control of such keys and combinations at all times and shall:
 - 5.3.2.1. Not permit keys to be taken off City property.
 - 5.3.2.2. Keep keys out of the sight and reach of the public.
 - 5.3.2.3. Keep a written log of persons furnished with keys and combinations, and obtain such keys and change such combinations, as applicable, upon the departure of such personnel.
- 5.3.3. Service Provider shall not permit any person to have keys that permit access to sensitive areas, such as locked rooms or restricted areas where confidential data, materials, supplies or equipment is located, until City determines that permitting access to such individual to the area will not be contrary to City's interests. In making such determination, City must be satisfied that appropriate background checks have been completed with respect to such individual and that there is no other information, instruction, rule or regulation that would reasonably limit access to a sensitive area by such person.
- 5.3.4. Service Provider shall promptly report any lost or missing keys to City and shall be responsible for the reasonable cost to install new locks or replace such keys.
- 5.3.5. Service Provider shall return all City facility related keys in its possession to City at the end of the Contract.

- 5.4. Service Provider shall promptly report any lost keys or Photo Identification/Access Cards by Service Provider's personnel to the City's Contract Administrator so that the proper measures can be taken to avoid a breach in security.

6. Equipment and Supplies

- 6.1. Service Provider shall furnish sufficient equipment to permit the proper completion of the Work as specified in this Scope of Services.

- 6.2. No goods, merchandise or material shall be kept or stored by Service Provider at City locations which are explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. Nothing shall be done in the performance of the Work which will increase the rate of or suspend any insurance policy or coverage of City.
- 6.3. Service Provider certifies that all materials, equipment, etc., used in the performance of the Work meet all Occupational Safety and Health Act (OSHA) and applicable environmental requirements.

PREVENTATIVE MAINTENANCE TASK LIST

The task lists shown below are not meant to be all inclusive but are a depiction of typical equipment and typical maintenance practices. Work performed under this contract shall meet all applicable requirements of the latest revision of the **ANSI/ASHRAE/ACCO Standard 180-2018**, Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems and all applicable requirements for the City of Nampa and the State of Idaho.

Annual Maintenance

Proposer will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance.

HVAC Air Filter Changing Service

This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for approval by the City Representative to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.

Evaporator Coil and Cleaning

Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the City

Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

Operating Inspection

Proposer will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Operating Inspection – Heating

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Operating Inspection - Cooling

This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation.

Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Rooftop Packaged Units

1. Check/clean coils, remove debris, and inspect condensate pan
2. Check set points
3. Check and adjust expansion valve
4. Check crankcase heater
5. Check temperature differential
6. Inspect heat exchanger for cracks and deterioration
7. Check, adjust and lube dampers and linkage
8. Check motors for excessive heat, vibration and lube as required
9. Inspect burners and clean as needed
10. Inspect belts, adjust tension, replace as needed
11. Inspect and replace air filter as needed
12. Inspect electrical components and connections
13. Check temperature and air flows
14. Check sequence of operation – check performance
15. Clean unit
16. Inspect all moving parts for unusual vibration and heat
17. Check refrigerant system for leaks and charge
18. Check operation of economizer
19. Furnish inspection report and advise of any abnormal conditions or corrective action

Exhaust Fans

1. Check rain guards for tightness
2. Clean wheels, blower, and fans
3. Check all electrical wiring and connections and tighten

4. Check all motor starter contactor surfaces for wear
5. Clean starter and electrical control enclosures
6. Lubricate motor bearings and fan bearings
7. Check exhaust fan belts for wear, replace as required
8. Check belt tension and sheave alignment. Adjust as required
9. Inspect exhaust fan unit assembly
10. Check all mounting hardware. Tighten as required

Package, Gas Heat Electric Cool-Furnaces

1. Inspect burners and clean as need
2. Inspect heat exchanger for cracks and deterioration
3. Inspect belts, adjust tension, replace as needed
4. Inspect and replace air filters as needed
5. Check and adjust burners for proper flames
6. Check for proper combustion and flue gas relief
7. Inspect and clean blower wheels and fan
8. Check motors for excessive heat and vibration, lube as needed
9. Check and adjust operating and safety controls
10. Inspect electrical components and connections
11. Check temperature and air flows
12. Check sequence of operation – check performance

Air Handlers

1. Inspect and replace air filters as needed
2. Inspect and clean blower wheels and fans
3. Check motors for excessive heat, vibration and lube as required
4. Inspect electrical components and connections
5. Check belts, adjust or replace as needed
6. Check belt tension and sheave alignment. Adjust as required
7. Check temperature and air flows
8. Check sequence of operation – check performance
9. Inspect and lube all pumps, motors, and bearings. Lube per manufacturers recommendations
10. Check operation of economizer dampers
11. Lubricate all dampers and linkages as necessary
12. Check operation of static vane (if applicable)
13. Visually check all coils for leaks

14. Check and record all coil delta T
15. Inspect all mounting hardware, tighten as needed
16. Inspect outside air intake screens and clean as required
17. Inspect condensate pans and clean
18. Check operation of zone dampers
19. Check safety controls

Package Chiller Annual

1. Visual check for leaks
2. Check condenser / Barrel tubes
3. Check crankcase heater
4. Check refrigerant charge
5. Check oil levels
6. Check sequence of operation
7. Check electrical components and connections
8. Clean unit

Chiller with Reciprocating Compressors

1. Visually inspect equipment condition and operation
2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks
3. Check unit voltage and record
4. Check unit operate and records
5. Check unit operating hours and record
9. Check condenser pressure and record
10. Check evaporator pressure and record
11. Check oil sump sight glass
12. Record chilled water inlet temperature
13. Record chilled water outlet temperature
14. Check condenser water inlet
15. Check condenser water outlet temperature
16. Check compressor starter contacts for abnormal wear

Variable Frequency Drive

1. Check unit operation
2. Check fault history report
3. Check operation of manual bypass
4. Verify drive signal increase and decrease
5. Check and tighten all electrical connections

6. Check starter contacts for wear

Boilers

1. Check and clean all traps, strainers, and valves
2. Check water levels and adjust as needed
3. Inspect burner operation and adjust if needed
4. Check motors for excessive heat, vibration and lube as required
5. Inspect and lube all pumps, motors, and bearings
6. Check for leaks on all seals, gaskets, valves, and piping
7. Check temperatures, pressures, and record
8. Inspect electrical components and connections
9. Check gas pressures and gas train assembly
10. Inspect safety controls for proper operation
11. Sequence of operation – check performance
12. Inspect exhaust flues and combustion air delivery
13. Furnish inspection report and advise of any abnormal conditions or any corrective action needed
14. Blow down water level controls
15. Inspect associated equipment, pumps, circulators, expansion tanks and piping

Energy Recovery Units

1. Inspect and replace air filters as needed
2. Inspect and clean blower wheels and fans
3. Check motors for excessive heat, vibration and lube as required
4. Inspect electrical components and connections
5. Check belts, adjust or replace as needed
6. Check belt tension and sheave alignment. Adjust as required
7. Check temperature and air flows
8. Check sequence of operation – check performance
9. Inspect and lube all pumps, motors, and bearings. Lube per manufacturers recommendations
10. Check operation of dampers
11. Lubricate all dampers and linkages as necessary
12. Inspect heat exchanger for cracks and deterioration
13. Inspect energy recovery wheel. Clean, adjust, and lube as required
14. Check and record all coil delta T
15. Inspect all mounting hardware, tighten as needed
16. Inspect outside air intake screens and clean as required
17. Inspect condensate pans and clean

18. Check safety controls

Water Treatment

1. Check PH levels
2. Check hardness
3. Check chemical delivery systems
4. Check TDS operation
5. Check proper storage of material
6. Check for current SDS's in place
7. Check pump and motors for excessive heat,/vibration
8. Check motors for excessive heat, vibration and lube as required
9. Inspect duct work for leaks and proper insulation
10. Visual check for scale and buildup or corrosion
11. Check glycol and inhibitor levels
12. Furnish inspection report and advise of any abnormal conditions or any corrective action needed

Evaporative Coolers

1. Lube per manufacturers recommendations
2. Inspect pumps, hoses, and spray nozzles
3. Inspect belts, adjust tension, replace as needed
4. Inspect and clean blower wheel, fans
5. Inspect electrical components and connections
6. Check temperature and air flows
7. Check sequence of operation – check performance
8. Inspect all moving parts for unusual vibration and heat
9. Clean unit
10. Check condition of filter media, replace as needed
11. Check and adjust float and overflows
12. Furnish inspection report and advise of any abnormal conditions or corrective action

Heat Pumps-Water

1. Inspect air filters, replace as needed
2. Check condensate drain pan, clean and treat as needed
3. Lube fan motor per manufacturers recommendation
4. Inspect electrical components and connections
5. Check hose assemblies for wear or leaks
6. Check temperatures and air flows
7. Inspect all moving parts for unusual vibration, heat

8. Clean unit
9. Furnish inspection report and advise of any abnormal conditions or corrective action

Computer Room Unit

1. Inspect filters, clean or change as required
2. Check blower section, clean out debris
3. Check belt tension and condition, replace as needed
4. Check bearings for heat buildup and vibration
5. Check fan safety switch
6. Check all pulleys and motor mounts
7. Check compressors for leaks, refrigerant and oil
8. Check condenser coil, if applicable
9. Check refrigerant lines for proper support
10. Check water regulating valves on water condenser, if applicable
11. Check for water glycol leaks in piping and pumps
12. Check pump operation
13. Check steam generating system, if applicable, for leaks, canister deposits, condition of hoses, water make up valve, and drain pan
14. Moisture in sight glass
15. Take suction, head, and discharge pressure reading
16. Check hot gas bypass valve and thermostatic expansion valve
17. Check refrigerant charge
18. Check air distribution system, clean grilles and registers
19. Inspect electrical components and connections
20. Check fuses
21. Check operation and run through sequence
22. Furnish inspection report and advise of any abnormal conditions or corrective action

Motors

1. Check motors for excessive heat, vibration, and lube as required
2. Inspect electrical components and connections
3. Remove debris from air intake and discharge
4. Check for proper rotation
5. Clean unit
6. Check couplings, shafts, and bearings
7. Furnish inspection report and advise of any abnormal conditions or corrective action

Pumps

1. Check couplings
2. Check seals, gaskets, and glands for leaks
3. Check motors for excessive heat, vibration, and lube as required
4. Inspect electrical components and connections
5. Check condition of gauges and valves
6. Check sequence of operation – check performance
7. Lube per manufacturers recommendations
8. Inspect all moving parts for unusual vibration or heat
9. Clean strainers
10. Furnish inspection report and advise of any abnormal conditions or corrective action

Fan Coils

1. Inspect and clean blower wheels and fans. Lube as required
2. Inspect electrical components and connections
3. Inspect motors for excessive vibration, heat and lube as required
4. Inspect coils and clean as required
5. Check entering and leaving air temperature and air delivery
6. Inspect and clean condensate pans
7. Check sequence of operation – check performance
8. Replace filter as needed
9. Clean unit
10. Inspect for leaks
11. Furnish inspection report and advise of any abnormal conditions or corrective action

Steam Generator/Humidifier

1. Check seals, gaskets, piping, and traps for leaks
2. Check control valves for proper operation
3. Check and clean strainers
4. Check operating controls and safety devices
5. Inspect electrical components and connections
6. Check gauges
7. Clean exposed components
8. Check for excessive movement or water/steam hammer
9. Check humidity, adjust as needed
10. Check the drain flush system
11. Decalcify as needed

PROPOSAL INSTRUCTIONS

Proposer's Requirements

We are seeking the Service Provider most qualified to provide the services stated in this RFP. The various sections of this RFP are intended to provide each potential Proposer with the opportunity to document/demonstrate its qualifications.

The Proposer shall furnish all supplies, materials, labor, labor supervision, tools, equipment, and other material necessary to provide service as required by this Contract.

Format of Proposals

Submittals must adhere to the structure outlined in this section of the RFP. Responses that do not adhere to the structure may be disqualified from review. Please submit 1 original, 3 copies, and 1 digital copy. Proposer must include a response to Section I through Section VI below and then complete Section VII, RFP CHECKLIST, and enclose the checklist with the Consultant's proposal. The RFPs will be ranked based on the points noted in parentheses assigned to each item. All proposals submitted in response to this request shall use the following headings and sequence to assist with developing an accurate evaluation of the Proposer's firm.

I. Cover Letter and Signature Sheet (Section 1) Mandatory (PASS/FAIL)

- Include an introduction to your firm including, when the business was organized, a summary of its approach, commitment, and interest in this type of work.
- Attach the signature sheet, which can be found in this RFP as Attachment B. The signature sheet must be signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.

II. Company Profile & Qualifications (Section 2) (20 POINTS)

1. Company ownership. (If incorporated, the state in which the company is incorporated and the date of incorporation).
2. Location of the company offices.
3. Location of the office servicing any Idaho accounts.
4. Number of employees both locally and nationally.
5. Locations(s) from which employees will be assigned.
6. Name, address, and telephone number of the Proposer point of contact for a contract resulting from the RFP.
7. Company background/history and why Proposer is qualified to provide the services described in this RFP.

8. Length of time and a brief description that the Proposer has been providing services described in this RFP.
9. Resumes for management or supervisor responsible for performance of any contract resulting from this RFP.

Proposer must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Nampa reserves the right to reject any proposal based upon the Proposer's prior history with the City of Nampa or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

III. Personnel Qualifications (Section 3)

(20 POINTS)

1. Identify key personnel and their position within the organization. Provide a resume detailing the experience, level of expertise, and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the City of Nampa.
2. Provide an organizational chart showing responsibilities and lines of communication.

IV. Service Capability and Staffing (Section 4)

(20 POINTS)

1. Number of full time and part-time (minimum 20 hrs. per week) employees available for this project.
2. List Personnel to be used for this contract. Include name, License number, Experience (years) and type of Experience.
3. Your company's standard business hours.
4. Guaranteed emergency response time.
5. Formal method for reporting contract performance satisfaction and/or dissatisfaction.
6. Please discuss any technology used to track work orders requested, work orders in process and work orders completed and what the City's access to that technology will be. If on-line technology is not used please discuss how the City will be notified of any and all work scheduled, being performed or completed.

Note: By submitting a proposal you agree to the following conditions:

- a. After hours contact information will be required from the winning contractor.
- b. Contractor will have the ability to meet with City Representative during normal working hours.

V. References (Section 5)

(10 POINTS)

- Provide a minimum of three (3) references from similar jobs performed within the last three years. In addition, include all local government references. Information provided shall include:
 1. Client name
 2. Job description
 3. Job dates (starting and ending)
 4. Client manager name and contact information
 5. Value of contract

VI. Cost (Section 6)

(25 POINTS)

- Provide a price proposal as requested on the Price Page attached as Attachment A. Please complete the price proposal form in its entirety. Page 1 of the Price Proposal Form will reference a total bid for the project. The following sheets will give an itemized cost for each location identifying how the total bid cost was determined.

VII. RFP Checklist (Section 7)

(5 POINTS)

| | |
|----------------------|---|
| Total Points Awarded | |
| | <input type="checkbox"/> Cover Letter and Signature Page (pass/fail) |
| | <input type="checkbox"/> Company Profile & Qualifications (20 Points) |
| | <input type="checkbox"/> Personnel Qualifications (20 Points) |
| | <input type="checkbox"/> Service Capability and Staffing (20 Points) |
| | <input type="checkbox"/> References (10 Points) |
| | <input type="checkbox"/> Cost (25 Points) |
| | <input type="checkbox"/> RFP Checklist (5 Points) |

Appendix

Attach additional information you believe is relevant to the selection process.

**SERVICES CONTRACT AGREEMENT
RFP HVAC MAINTENANCE SERVICES-2021**

Project: **HVAC Maintenance Services**

Company: Insert Company Name Here

Owner: Facilities Development, City of Nampa, Canyon County, Idaho, a municipal corporation

THIS AGREEMENT made this _____ day of _____, 2020, by and between the City of Nampa, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Automated Maintenance Services Inc. hereinafter referred to "Company", a corporation organized under the laws of the State of Idaho.

1. Statement of Work: The Service Provider shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

| | |
|-------------------------------|---------------------------------|
| Contract Agreement | Specifications |
| Bid Proposal | Liability Insurance |
| Acknowledgements | Worker's Compensation |
| Personal Automobile Liability | Commercial Automobile Liability |
| Task Sheets | |

Services to be Provided: HVAC Maintenance Services.

2. Amount of Contract:

3. Term of Contract: The work to be performed under this contract shall commence on **October 1, 2020 and shall terminate September 31, 2021, unless sooner terminated as herein provided.**

4. Indemnification and Insurance: Service Provider shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Service Provider, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Service Provider shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Service Provider covenants and agrees to indemnify and save and hold harmless Owner from and for all

such losses, claims, actions, or judgments for damages or liability to persons or property. Service Provider shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Service Provider's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Service Provider shall immediately submit proof of compliance with the changed limits.

Additionally, the Service Provider shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this Agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Service Provider shall require that sub proposer provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Additionally, Vendor shall have and maintain Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when they are owned vehicles. Personal Automobile Liability coverage, in the minimum amount of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability,

Proof of all insurance shall be submitted to City of Nampa, Facilities Development, 500 12th Ave South, Nampa, ID 83651.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to CITY.

Proof of all insurance shall be submitted to City of Nampa, Facilities Development, 500 12th Ave South, Nampa, ID 83651.

5. Independent Proposer: In all matters pertaining to this agreement, Service Provider shall be acting as an independent Service Provider, and neither Service Provider, nor any officer, employee or agent of Service Provider will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

6. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Service Provider according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Council approval.

7. Method of Payment: Service Provider will invoice Facilities Development directly for

all current amounts earned under this Agreement. Owner will pay all invoices within forty five (45) days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Nampa
Facilities Development
500 12th Ave South
Nampa, ID 83651

Service Providers Name
Service Providers Address
City, State, Zip

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Service Provider shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Service Provider, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Service Provider. In the event that any event of force majeure as herein defined occurs, Service Provider shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Service Provider shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

13. Discrimination Prohibited: In performing the Services required herein, vendor shall not discriminate against any person on the basis of race, color, religion, sex, sexual

orientation, gender identity/expression, national origin or ancestry, age or physical disability.

14. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

15. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Service Provider's records with respect to all matters covered by this Agreement. Service Provider shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, Service Provider shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Service Provider's compensation, which are mutually agreed upon by and between the Owner and the Service Provider, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purposes of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined. This provision shall survive the termination of this agreement and shall not relieve the Service Provider of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

19. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Service Provider. If the Agreement is terminated by the Owner as provided herein, Service Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Service Provider covered by this

Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Service Provider, Section 18 hereof relative to termination shall apply.

20. Service Provider to Pay or Secure Taxes: The Service Provider in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Service Provider's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Nampa City may withhold from any payment due the Service Provider hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Service Provider is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this Agreement upon 30 (thirty) days' notice.

22. Renewal: This agreement shall be valid from October 1, 2020 through September 30, 2021, unless sooner terminated as herein provided. This agreement is renewable upon mutual agreement by both parties. **Four (4) annual** renewals shall be allowed. Bidder may request an equitable price adjustment to reflect current market conditions during the renewal process.

Price Adjustment: The City may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The City shall determine whether the requested contract price increase or an alternate option is in the best interest of the City. Any agreed upon contract price changes will be applied to each specific location under the contract and documented as part of the renewal requested.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of

Nampa.

25. Approval Required: This Agreement shall not become effective or binding until approved by the City of Nampa.

END OF AGREEMENT.

RFP HVAC MAINTENANCE SERVICES-2021

APPROVED AS TO FORM AND CONTENT:

Department Date

CITY OF NAMPA

APPROVED BY:

Debbie Kling, Mayor Date

ATTEST:

CONTRACT AMOUNT:

\$ _____

City Clerk Date

ATTACHMENTS

Attachment A – Price Proposal Form

Attachment B – Signature Page

Attachment C – City Asset List

**ATTACHMENT A
PRICE PROPOSAL FORM**

(Return in Section 6 of Proposal)

The Bidder, in compliance with the invitation for bids for HVAC Maintenance & Repair Services for the City of Nampa having examined the request for Bids, and being familiar with all of the conditions surrounding the proposed contract including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies, and to provide the service in accordance with the Contract Documents and at the prices stated. These prices are to cover expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Hourly Rates for Labor:

| | Regular | Overtime | Sunday | Holiday |
|-----------------------|----------------|-----------------|---------------|----------------|
| Supervisor | _____ | _____ | _____ | _____ |
| Technician | _____ | _____ | _____ | _____ |
| Electrician | _____ | _____ | _____ | _____ |
| Sheet Metal Worker | _____ | _____ | _____ | _____ |
| Pipe Fitter | _____ | _____ | _____ | _____ |
| Welder | _____ | _____ | _____ | _____ |
| Laborer | _____ | _____ | _____ | _____ |
| Mechanics | _____ | _____ | _____ | _____ |
| Certified Welder | _____ | _____ | _____ | _____ |
| Helper | _____ | _____ | _____ | _____ |

Materials Cost:

Equipment and materials will be paid at Contractor's actual cost, including discounts, tax, and shipping, plus the following percentage markup: _____ percent

Estimated Materials Cost \$20,000.00 + \$ _____ markup = \$ _____

(Estimated cost is for bid calculation only)

Indicated how the percent markup is calculated _____

TOTAL BID: \$ _____

This total should match the Grand Total annual cost on the Building Breakdown Pricing

Building Breakdown Pricing (fill in red boxes)

Return in Section 6 of Proposal

| Building Name | Building ID | Address | Square Footage | Annual Frequency | Annual Labor Hours | Annual Cost |
|----------------------------------|-------------|-----------------------|----------------|------------------|--------------------|-------------|
| Nampa Development Service Center | 103 | 500 12th Ave South | 34,960 | 4 | | |
| Code Enforcement | 140 | 2112 W. Flamingo Ave. | 2,000 | 4 | | |
| Mangum Building | 243 | 1305 3rd St. S. | 22,185 | 4 | | |
| Utility Billing Building | 248 | 401 3rd St. S. | 3,244 | 4 | | |
| City Hall | 236 | 411 3rd St. South | 23,400 | 4 | | |
| File Storage Building | 249 | 11 13th Ave South | 3,750 | 4 | | |
| <i>Sub Total</i> | | | 89,539 | | | |

Library Department

| | | | | | | |
|--------------------------|-----|------------------|--------|---|--|--|
| Nampa Public Library | 242 | 215 12th Ave. S. | 62,466 | 4 | | |
| <i>Library Sub Total</i> | | | 62,466 | | | |

Spectra

| | | | | | | |
|-------------------------------|-----|----------------|--------|---|--|--|
| Nampa Civic Center | 237 | 311 3rd St. S. | 49,777 | 4 | | |
| <i>Civic Center Sub Total</i> | | | 49,777 | | | |

Nampa Development Corporation

| | | | | | | |
|-------------------------|-----|--------------------|---------|---|--|--|
| Downtown Parking Garage | 245 | 1100 3rd St. South | 102,459 | 4 | | |
| <i>Garage Sub Total</i> | | | 102,459 | | | |

Police Department

| | | | | | | |
|--|-----|------------------|--------|---|--|--|
| HNPSB/Police *3 annual air filter changes for heat pumps | 240 | 820 2nd St. S. | 75,559 | 6 | | |
| Police Dept Substation/Boys and Girls Club | 205 | 316 Stampede Dr. | 2,000 | 4 | | |
| <i>Police Sub Total</i> | | | 77,559 | | | |

Parks and Recreation Department

| | | | | | | |
|--|-----|----------------------|---------|---|--|--|
| Nampa Recreation Center/Senior Center*owner to furnish air filters at this location *6 annual air filter changes for all equipment | 195 | 131 Constitution Way | 124,885 | 6 | | |
| <i>NRC Sub Total</i> | | | 124,885 | | | |
| Lincoln Swimming Pool | 181 | 508 Davis Ave. | 2456 | 2 | | |
| Lakeview Water Park | 178 | 1304 7th St. South | 2430 | 2 | | |

| | | | | | | |
|------------------------------------|-----|-------------------------|---------|---|--|--|
| <i>Pools Sub Total</i> | | | 4,886 | | | |
| Centennial Golf Course Clubhouse | 148 | 2600 Centennial Dr. | 10,991 | 4 | | |
| Centennial Maintenance Shop | 149 | 2600 Centennial Dr. | 2,500 | 2 | | |
| Ridgecrest Golf Course Clubhouse | 152 | 3730 Ridgecrest Dr. | 8,466 | 4 | | |
| Ridgecrest Maintenance Shop | 154 | 3741 Ridgecrest Dr. | 4,500 | 4 | | |
| <i>Golf Sub Total</i> | | | 26,457 | | | |
| Optimist Park Comfort Station | 186 | 16670 11th Ave. N. Ext | 1,800 | 2 | | |
| Parks & Forestry Office | 189 | 312 1st St. S. | 2,500 | 4 | | |
| Maple Grove Comfort Station | 176 | 914 N. Fritz Miller Ct. | 775 | 2 | | |
| Lakeview Park Comfort Station | 172 | 1401 E. Lake Ethel Ct. | 620 | 2 | | |
| Kohlerlawn Office | 132 | 76 6th St North | 600 | 4 | | |
| Kohlerlawn Shop | 133 | 76 6th St North | 1,530 | 2 | | |
| Skyview Concession/Comfort Station | 196 | 1020 Blakeslee Dr. | 1,600 | 2 | | |
| Stampede Park Comfort Station | 197 | 1220 Stampede Park | 750 | 2 | | |
| West Park Comfort Station | 200 | 27 S.Park Dr. | 405 | 2 | | |
| <i>Parks Sub Total</i> | | | 10,580 | | | |
| <i>Parks&Rec Sub Total</i> | | | 166,808 | | | |

Public Works Department

| | | | | | | |
|-----------------------------------|-----|------------------------|-------|---|--|--|
| Airport Administration Building | 106 | 116 Municipal Dr. | 1,720 | 4 | | |
| Airport Flight School | 112 | 3419 Airport Rd. | 1,000 | 4 | | |
| Airport Terminal Building | 105 | 101 Municipal Dr. | 3,925 | 4 | | |
| <i>Airport Sub Total</i> | | | 6,645 | | | |
| Fleet Management Building | 214 | 100 W. Railroad | 6,875 | 4 | | |
| Lube Shop | 209 | 102 W. Railroad | 1,200 | 2 | | |
| <i>Fleet Sub Total</i> | | | 8,075 | | | |
| Well 4 | 228 | 201 7th Ave. North | 550 | 2 | | |
| Well 5 Hunter Park | 229 | 814 3rd Street North | 500 | 4 | | |
| Well 6 | 258 | 2016 6th St. South | 444 | 2 | | |
| Well 7 West Flamingo Trailer Park | 230 | 1424 W. Flamingo Ave | 550 | 1 | | |
| Well 9 New Karcher Estates | 231 | 1710 N. Middleton Rd. | 720 | 4 | | |
| Well 8/N Booster/Tower | 224 | 1590 11th Ave North | 700 | 2 | | |
| Well 10 | 259 | 315 E. Greenhurst Rd. | 930 | 4 | | |
| Well 11 Islands | 260 | 2401 E. Greenhurst Rd. | 883 | 2 | | |
| Well 12 | 261 | 4243 E. Flamingo Ave. | 483 | 2 | | |
| Well 14 Roosevelt Park | 263 | 1901 W. Roosevelt | 1,000 | 2 | | |
| Well 15 Coventry | 235 | 825 Ruth Ln. | 200 | 1 | | |
| Well 16 Idaho Center | 264 | 16122 Equine Dr. | 2,400 | 2 | | |
| Well 17 Carriage Hill | 265 | 12450 Landau Way | 512 | 1 | | |
| Well 18 Belmont | 232 | 11 N. Hastings | 512 | 2 | | |
| Well 19 M & M | 233 | 4509 Diane St. | 200 | 1 | | |

| | | | | | | |
|--------------------------------|-----|--------------------------|--------|---|--|--|
| Well 20 | 266 | 18510 Madison Rd. | 600 | 4 | | |
| Lava Springs Irrigation | 267 | 4419 Southside Blvd. | 600 | 2 | | |
| Lone Star Irrigation | 268 | 2525 Lone Star Rd. | 550 | 2 | | |
| Copper River Irrigation | 269 | 11549 W. Roosevelt Ave. | 580 | 2 | | |
| Herron Irrigation | 270 | 2115 S. Midland Blvd. | 600 | 2 | | |
| Farm City Irrigation | 271 | 5510 E. Franklin Rd. | 200 | 2 | | |
| Vista Ridge Irrigation | 272 | 3240 12th Ave. Rd. | 530 | 2 | | |
| COSTCO Irrigation | | 16700 N Marketplace Blvd | 800 | 1 | | |
| Water Works Office/Shop | 222 | 24 1st St. South | 7,439 | 4 | | |
| Water Works Truck Shed | 220 | 24 1st St. South | 5,000 | 2 | | |
| 12th Ave. Booster | 273 | 2941 12th Ave South | 504 | 2 | | |
| South Booster | 274 | 4621 12th Ave South | 513 | 2 | | |
| Midland Booster | 275 | 2316 S. Midland Blvd. | 432 | 2 | | |
| Happy Valley Irrigation Well | 104 | 66 S Happy Valley Rd. | 630 | 2 | | |
| Kennsington #2 Irrigation Well | 310 | 6266 Birch Ln. | 370 | 2 | | |
| Victory Booster | 276 | 9 N. Covey Lane | 650 | 2 | | |
| <i>Water Works Sub Total</i> | | | 30,582 | | | |
| WWTP-Admin | 215 | 340 W. Railroad | 10,000 | 6 | | |
| WWTP-Maint. Offices | | 340 W. Railroad | 1,000 | 6 | | |
| WWTP-ECD | 277 | 340 W. Railroad | 400 | 6 | | |
| WWTP-MCC 6-9 | | 340 W. Railroad | | 6 | | |
| WWTP-MCC 10 Z5-7 | 279 | 340 W. Railroad | | 6 | | |
| WWTP-RAS | 279 | 340 W. Railroad | 3,264 | 6 | | |
| WWTP-MCC3 DIGESTER | 283 | 340 W. Railroad | | 6 | | |
| WWTP-OPS CONTROL | | 340 W. Railroad | | 6 | | |
| WWTP-Solids Handling Facility | 309 | 340 W. Railroad | | 6 | | |
| Generator Building Filters | 286 | 340 W. Railroad | | 1 | | |
| <i>Waste Water Sub Total</i> | | | 14,664 | | | |
| Street Department Office | 211 | 106 W. Railroad | 3,200 | 4 | | |
| Warm Shed | 210 | 104 W. Railroad | 8,880 | 2 | | |
| Traffic Office | 213 | 212 W. Railroad | 3,200 | 4 | | |
| <i>Streets Sub Total</i> | | | 15,280 | | | |

| | | | | | | |
|----------------------------|-----|------------------|--------|---|--|--|
| Fire Department | | | | | | |
| Fire Dept. Shop | 102 | 300 W. Railroad | 1,600 | 1 | | |
| Fire Dept Stutz Garage | 134 | 300 W Railroad | 900 | 1 | | |
| Fire Safety House for kids | 136 | 300 W Railroad | 2,470 | 4 | | |
| Fire Administration | 204 | 9 12th Ave South | 8,624 | 4 | | |
| Fire Station #1 | 137 | 923 1st St So | 19,432 | 4 | | |
| Fire Station #2 | 138 | 1001 Greenhurst | 5,059 | 4 | | |

| | | | | | | |
|-----------------------|-----|----------------------|--------|---|--|--|
| Fire Station #3 | 139 | 7935 Birch Lane | 5,059 | 4 | | |
| Fire Station #4 | 140 | 2112 W Flamingo Dr | 8,715 | 4 | | |
| Fire Station #5 | 141 | 91 N Happy Valley Rd | 8,761 | 4 | | |
| Fire Training Bldg | 144 | 300 W Railroad | 5,434 | 4 | | |
| <i>Fire Sub Total</i> | | | 66,054 | | | |

| | | | | | | |
|--------------------|--|--|---------|--|--|--|
| <i>Grand Total</i> | | | 689,908 | | | |
|--------------------|--|--|---------|--|--|--|

Copy to Total Bid on Price Proposal Form

ATTACHMENT B

SIGNATURE PAGE

(Return in Section 1 of Proposal)

Name of Business: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone No: _____

Fax No: _____

Federal Tax ID: _____

Signature: _____

Printed Signature: _____

Email: _____

Title: _____

Date: _____

Public Works License Number _____ **Expires** _____

***Proposals submitted without a valid PW License number will be deemed non-responsive.**

Proposer Acknowledge Receipt of the Following Addenda:

| Addendum # | Date |
|-------------------|-------------|
| 1. | |
| 2. | |
| 3. | |

The above signed proposes to provide services in accordance with the specifications for RFP and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.

**ATTACHMENT C
CITY WIDE TOTAL ASSETS**

| | | | | | | | | | | | | | | | | | | | | | |
|-----|------------------------------------|----|-----|-----|---|----|----|----|---|----|----|----|----|---|----|---|---|----|---|---|---|
| 282 | WWTP No. 4 Water Pump Station Z6-2 | | | | | | | | | | | | | | | | | | | | |
| 283 | WWTP-Digester Control Bldg. Z4-3 | | | | | | | | | | | | | | | | | | | | |
| 284 | WWTP Gas Comp. Rm. Z4-1 | | | | | | | | | | | | | | | | | | | | |
| 285 | WWTP Digester Dewatering Z4-2 | | | | | | | | | | | | | | | | | | | | |
| 286 | WWTP Generator Bldg. Z5-1 | | | | | | | | | | | | | | | | | | | | |
| 287 | WWTP Primary Sludge Pump #1 Z3-3 | | | | | | | | | | | | | | | | | | | | |
| 288 | WWTP Primary Sludge Pump #2 Z2-4 | | | | | | | | | | | | | | | | | | | | |
| 304 | WWTP PEPs Electrical-MCC11 | | | | | | | | | 1 | | | 1 | | | | | | | | |
| 306 | Costco Irrigation Pump Station | | 1 | 1 | | | | | | | | | | | | | | | | | |
| 307 | Orchard Heights Pump Station | | | | | | | | | | | | | | | | | | | | |
| 308 | Meadowbrook Irrigation Well | | | | | | | | | | | | | | | | | | | | |
| 309 | WWTP Solids Handling Facility | 1 | 8 | 8 | 1 | | | | | 3 | | | | | | | | | | | |
| 310 | Kennington #2 Irrigation Well | | 1 | 1 | | | | | | | | | | | | | | | | | |
| | | 86 | 139 | 101 | 8 | 18 | 40 | 34 | 4 | 15 | 97 | 70 | 84 | 4 | 25 | 9 | 4 | 17 | 4 | 2 | 5 |

Total Assets 766