



**COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVE.  
VENTURA, CA. 93009-1080**

**REQUEST FOR PROPOSAL**

**#5687**

**FOR**

**HEATING, VENTILATION, and AIR CONDITIONING MAINTENANCE**

**Issued: September 18, 2013**

**Due: October 30 2013 at 3:00 P.M.**

**County of Ventura  
Heating, Ventilating, and Air Conditioning Maintenance  
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## SECTION 1.0 -- INTRODUCTION/OVERVIEW

*This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.*

### 1.1 Introduction/Purpose/Background

The County of Ventura (County) invites your organization to submit a written proposal to provide Preventative Maintenance on Heating, Ventilation and Air Conditioning Systems (HVAC) for County of Ventura, General Services Agency (GSA) numerous maintained facilities all located within Ventura County. Proposals will be due no later than, 3:00 p.m. on Wednesday, October 30, 2013. All times listed herein are Pacific Daylight Savings Time.

County intends to contract with a qualified maintenance services company capable of providing a range of preventive maintenance services throughout the County, but generally in the areas of Simi Valley, Thousand Oaks, Camarillo, Oxnard, and Ventura. The facilities consist of office buildings, libraries, detention centers (Jails), Sheriff's facilities, and Fire Protection District operations. A list of facilities is provided in Exhibit III.

It is County's intention to create a "customized" maintenance program which will satisfy the needs of County within allowable fee limits. The customization of the maintenance program will be based upon the information and pricing provided for under this Request for Proposal (RFP). Maintenance services will include the mechanical equipment and systems, control systems whether pneumatic, electric, electronic, or DDC, water treatment, and fire alarm/life safety systems, for the facilities listed herein. County is seeking to have a full time "Controls Systems Specialist" reporting to County, as part of this Contract, for the purposes of day in and day out management of the various energy management control systems and pneumatic control systems throughout the County.

Offerors will be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. Offerors will possess a valid Class C-20 Contractors License during the life of this Contract. Offerors will also have no less than (5) years experience in the magnitude and character of the work proposed.

Offerors will formulate and draft the response to this RFP to meet the mission and objectives of the County, namely, to maintain the facilities at the highest possible standard at an acceptable cost, and in compliance with all appropriate life safety and/or environmental requirements.

Award will be made on an all-or-none basis. The Successful Offeror will be considered the prime contractor for services specified.

## 1.2 Pre-proposal Conference & Job Walk

**A mandatory pre-proposal conference will be held at 9:00 A.M. on Tuesday, October 1, 2013, at the County of Ventura, Service Complex, GSA Training Facility located at 800 S. Victoria Ave. Ventura, CA 93009. A map of the campus is included herein.**

**Be early, do not be late. The doors will close at the appointed time and admittance will not be allowed.**

### JOB WALK REQUIREMENTS

The job walk for this RFP will be conducted over a period of three (3) (or four (4)) days, October 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and if necessary, the 4<sup>th</sup>. A day and time schedule for the site visits will be provided at the pre-proposal conference. It is strongly recommended that offerors attend most, if not all, of the job walks at the sites at the proper time and date they are listed. Exemption from a particular job walk may be granted beforehand if the offeror can provide an acceptable reason for not attending (i.e., the offeror is already maintaining the site and/or is otherwise familiar with all included equipment). County maintenance personnel will conduct the various site visits and answer any technical questions. Purchasing or Contract questions should be directed to Boyd Donavon, Assistant Purchasing Agent for the County of Ventura, preferably via e-mail to: [boyd.donavon@ventura.org](mailto:boyd.donavon@ventura.org) County will make applicable information concerning the buildings and the equipment therein available to the attending Offerors. The purpose of the pre-proposal conference is to clarify requirements and answer questions. The purpose of the site visits is to acquaint Offerors with any and all conditions at the site(s) and to identify, inspect, and inventory the equipment.

## 1.3 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award:

- Issue Request for Proposal (RFP) .....Wednesday, September 18, 2013
- Pre-proposal Questions Due.....Monday, September 30, 2013, 1:00 p.m.
- Mandatory Pre-Proposal Conference.....Tuesday, October 1, 2013
- Job Walk Schedule .....October 1, 2, 3, and 4, 2013
- Proposals Due: .....Wednesday, October 30, 2013
- Start Work .....Saturday, February 1, 2014

The selected Offeror will not commence work until a meeting between representatives of Contractor and County is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

## 1.4 Questions Regarding RFP

All questions concerning this RFP should be directed to Boyd Donavon, Assistant Purchasing Agent, preferably via e-mail at [boyd.donavon@ventura.org](mailto:boyd.donavon@ventura.org)

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**SECTION 2.0 -- INSTRUCTIONS TO OFFERORS /RULES GOVERNING COMPETITION****2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked:

Request for Proposal #5687, for HVAC Maintenance Services

and must be delivered no later than 3:00 P.M. pm Wednesday, October 30, 2013.

County of Ventura Procurement Services  
Government Center  
Hall of Administration/Lower Plaza  
General Services Agency  
800 S. Victoria Avenue  
Ventura, Ca 93009-1080

Please submit one (1) original, marked as "MASTER", seven (7) identical copies marked as "COPY", and one (1) electronic version (with spreadsheets in Excel format) of the proposal, for a total of nine (9) document sets. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal will be marked "Base Proposal" and the others will be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal will be submitted in accordance with the terms and conditions of the RFP. County will not furnish additional packages, but Offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement **on or before the Proposal Submittal Deadline**. The receiving time in GSA-Procurement Services (address above) will be the governing time for acceptability of proposals. **No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.**

**2.2 Proposal Response**

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

**It is suggested that Offeror create their own checklist/system for ensuring they are submitting all of the required forms and information.**

Offerors who do not wish to respond but who wish to be kept of the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

### **2.3 Modification of Proposals**

Any Offeror who wishes to make modifications to a proposal already received by County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals.

### **2.4 Opening of Proposals**

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline.

### **2.5 Examination of the Request for Proposal**

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document, will in no way relieve Offerors from any obligation with respect to this RFP and their proposal.

### **2.6 Proposal Validity**

Proposals submitted hereunder will be firm for one hundred twenty (120) calendar days from the due date unless otherwise qualified.

## 2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this RFP.

**Please Note:** Some items require that Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal. **[It is suggested that Offeror create their own checklist/system for ensuring they are submitting all of the required forms and information.]**

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of County. Elaborate or unnecessarily lengthy responses and attachments are discouraged. Proposals will utilize the provided forms and format presented by County.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2 " X 11" sheets. Assemble your proposal in the following order. Identify each response by the letter/number listed below. Submit one (1) original, seven (7) copies, and one electronic version (keep spreadsheets in their Excel format) of your proposal. To conserve resources we ask that proposals be duplexed when possible, and only include those pages where you have supplied a response or customized information (a copy of the original RFP is not necessary). Items to be provided for in the proposal are not limited to the items below.

### a. Cover Letter/Signature on Proposal

A cover letter, which will be considered an integral part of the proposal, will be signed by individual(s) who is/are authorized to bind Offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter will designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), and email address(es).

### b. Company Profile and Qualifications

Offeror must provide a company profile. Information provided will include:

- 1) Offeror must possess a valid C-20 California State Contractors License. Indicate License #, current status, and expiration date.



- 2) Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- 3) Location of the company offices.
- 4) Location of the office servicing any California account(s).
- 5) Number of employees both locally and nationally.
- 6) Location(s) from which employees will be assigned.
- 7) Name, address, and telephone number of Offeror's point of contact for a contract resulting from this RFP.
- 8) Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
- 9) Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
- 10) Offeror's Dun and Bradstreet number.
- 11) Résumés for key staff to be responsible for performance of any contract resulting from this RFP.
- 12) Offeror's bank of record.

Offeror must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve Offeror or in which Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. County reserves the right to reject any proposal based upon Offeror's prior history with County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures. If Offeror is a Union Shop, then provide the date of current union contract expiration.

**c. Personnel Qualifications**

1. Identify key personnel and their position within the organization.

Provide a résumé 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 County.

2. If you plan to subcontract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

**d. Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors will make a definitive statement regarding their financial ability to perform the requirements hereunder.

**e. References**

Offerors should provide a minimum of three (3) references of similar projects performed within the last three (3) years. In addition, include all local government (Southern California) references. Information provided will include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment;
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.

**f. Offeror Understanding**

Offerors may include an understanding of County's needs or any other information deemed necessary which may not be required in any other section of the RFP.

**g. Requirements**

Offeror's response will state on a **point-by-point** basis *whether or not* proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given; identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

**h. Compliance with County Standard Contract Terms and Conditions**

Offeror's response will state on a **point-by-point** basis *whether or not* proposal is in compliance with the terms and conditions in Section 4 of this proposal.

Address each item in the order given; identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

**i. Compensation**

Complete Proposal Form (Attachment C). Proposal pricing will include everything necessary for completion and fulfillment of the resulting Contract. All other costs must be detailed. No additional charges (e.g., for transportation, fuel surcharges, tolls, entertainment, meals, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

**j. Payment Terms**

Customary payment terms are Net 30 days, invoiced in arrears, for work performed. Offerors will indicate their proposed payment terms. Discount for payment in less than thirty (30) days may be considered in the evaluation.

**2.8 Costs Incurred in Responding**

County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by Offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of County when received by County and may be considered public information under applicable law. County assumes no liability for any costs incurred by Offerors throughout the entire selection process.

**2.9 Addenda**

County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth, in writing, by County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure County has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than County is responsible for advising the Procurement Services Division that they have said documents and wish to receive subsequent Addenda.

**2.10 Nomenclatures**

The terms Successful Offeror and Successful Contractor may be used interchangeably in these specifications and will refer exclusively to the firm with whom County enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refers to all proposal documents and related addenda produced by County and provided to prospective Offerors.

## 2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Offerors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any Offeror believes that information contained in its response to this RFP should be protected from disclosure, Offeror MUST specifically mark the pages of the response that contains the information.

County will not honor any attempt by Offeror to designate its entire proposal as proprietary.

## 2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an Offeror within the scope of this procurement will be binding upon Offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment will render Offeror liable for liquidated or other damages due County under the terms of this Contract. For the purpose of this procurement, a commitment by an Offeror includes:

Any modification of, or affirmation, or representation as to the above, which is made by an Offeror in or during the course of negotiation. Any representation by an Offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of this Contract.

## 2.13 Proposal Validation/Evaluation/Award

### a. Validation

Proposals will be checked for the information required to conform to this RFP. Absence of required information may be cause for rejection.

### b. Evaluation

The successful Offeror will be chosen in accordance with, but not limited to, the following criteria:

#### 1. Proven Performance

Offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of Offeror will be evaluated in terms of technical resources, approach, staffing, staff experience and facilities, including, but not limited to, responses to items in Section 3.0 Requirements/Scope of Work.

Client references will be contacted and their responses will become a part of the award/review process.

**2. Support**

Emphasis will be placed on the ability of Offeror to service and support the needs of County. Organizational structure, staffing plan and Offeror's method for meeting the requirements of this RFP, including, but not limited to, responses to all items in Section 3.0 Requirements/Scope of Work, in the most efficient manner will be an important consideration.

**3. Requirement/Specifications**

The ability to meet the requirements/specifications outlined herein, including, but not limited to, responses to all items in Section 3.0 Requirements/Scope of Work.

**4. Cost**

The Proposals will be evaluated on the basis of Offeror's reasonableness of cost.

**c. Award**

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by County to evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. County will not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of County after all factors have been evaluated.

While County intends to enter a contract for these services, it will not be bound to do so. County reserves the right to reject any or all proposals.

County will be the sole judge of the successful offers hereunder. County reserves the right to award a contract to other than Offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County of Ventura Board of Supervisor's must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.00

#### **2.14 Presentations**

Offerors may be invited to make oral presentations to designated County of Ventura personnel. County will attempt to give presenting Offeror at least three (3) days notice.

#### **2.15 Site Visits**

County reserves the right to schedule site visits to Offeror's facilities or a current operational site in order to assess the capability and ability of Offeror to fulfill this Contract.

#### **2.16 Additional Information**

If during the evaluation process, County is unable to determine an Offeror's ability to perform, County has the option of requesting any additional information, which County deems necessary, to determine Offeror's ability. Offeror will be notified and permitted up to five (5) working days to comply with any such request.

#### **2.17 Errors/Defects in Proposals**

If discrepancies between sections or other errors are found in a proposal, County may reject the proposal; however, County may, at its sole option, correct any arithmetical errors in price.

County may waive any immaterial deviation or defect in a proposal. County's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse Offeror from full compliance with the RFP requirements, if awarded a contract.

## 2.18 Rejection of Proposals

County reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for County, or any other governmental agency within the previous 24 months. County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due County.

County reserves the right to reject a proposal containing errors or discrepancies.

## 2.19 Cancellation of RFP

County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

## 2.20 Protest Procedures

To be considered, protests must be made, in writing, signed by Offeror's authorized representative, and delivered to the County of Ventura Procurement Services Manager, GSA/Procurements, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. **After Proposal Submittal Deadline.** Protest of award must be made by Offeror no later than five (5) calendar days after the aggrieved party knows, or could have known, the facts giving rise to the protest. All protests must include the following information:
  - 1) The name, address, and telephone number of the protestor;
  - 2) The signature of the protestor, or protestor's authorized representative;
  - 3) The solicitation or contract number; and
  - 4) A detailed statement of the legal and/or factual grounds for the protest; and the form of relief requested.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

## SECTION 3.0 -- REQUIREMENTS/SCOPE OF WORK

The requirements described herein are considered the *minimum* required to reasonably, meet the County of Ventura's needs. Offerors having alternate proposals to meet these needs, may, after responding to these minimum requirements hereunder, offer in a separate section of the proposal, alternate service levels for consideration by the County of Ventura.

The equipment list is as complete as is known. The County of Ventura (County) has arranged for job walks at respective facilities for Offerors to inventory and assess the on-site equipment to be covered under this RFP. It is the Offeror's responsibility to provide updated equipment lists identifying all of the equipment to be maintained at each of the facilities. In the event a specific location or piece of equipment is added to the scope of work identified in the RFP before the Contract has been issued, the price for adding this additional equipment or facility will be established by comparison to like size and function that are included on the list and mutually agreed upon by Contractor and County.

### 3.1 Definitions

#### **"BASIC" MAINTENANCE SERVICE**

Tasks and frequencies for equipment categories are listed here. Contractor will provide all services listed in this RFP.

**Exclusions:** There are no exclusions

#### **"FULL SERVICE" MAINTENANCE SERVICE**

Full Service includes all the tasks of Basic Maintenance plus the following:

Contractor will take full responsibility for maintenance and repair to ensure proper operation of the following equipment:

1. Centrifugal Chillers (2) at the Pre-Trial Detention Facility
2. Centrifugal Chillers (2) at the Hall of Justice
3. Centrifugal Chillers (2) at the Hall of Administration
4. Centrifugal Chillers (1) at Todd Road Jail
5. Energy Management System at the Ventura County Government Center
6. Energy Management System at the Telephone Road Building
7. Energy Management System at the East County Courthouse
8. Energy Management System at the East Valley Sheriff's Station
9. Energy Management System at the Juvenile Courthouse
10. Energy Management System at the Fire Communications Center (FCC)

(Note: Energy Management System (EMS) maintenance will include all hardware, software, DDC controls, pneumatic controls and operators.)

Contractor will ensure that the above equipment is maintained and is fully operational per the manufacturer's specifications and in accordance with Ventura County operating



procedures. Repairs for all components will be Contractor's responsibility. No extra charges will be assessed to County.

The following predictive maintenance tasks will be performed *annually* on the listed equipment:

**Chillers (All):**

- Vibration Analysis, Eddy Current Test, Tube Cleaning

**Chilled Water, Hot Water, Circulating Pumps (over 5-HP):**

- Horizontal Alignment, Vibration Analysis

**Cooling Towers:**

- Vibration Analysis

**Supply Air Fans, Exhaust Air Fans, Return Air Fans (over 10-HP):**

- Vibration Analysis

**Variable Air Volume Boxes:**

- Test operation, physically inspect and repair as necessary box externals (operators, dampers, linkage, valves, etc.)

**Exclusions:** Any castings, any heat exchanger shells, any tube sheets.

Note: Contractor will have thirty (30) days to identify units with current repair needs or systems faced with imminent failure

**“FIRE & LIFE” SAFETY MAINTENANCE SERVICE**

Components and devices will be tested in accordance with the requirements of the California State Fire Marshal. Where NFPA 72 specifies the modalities of testing, these specifications will be used to supplement State Fire Marshal requirements.

**ENERGY MANAGEMENT SYSTEMS OPERATOR**

The candidate for this position must possess a high level of knowledge and experience with a variety of energy management systems representative of the installations at Ventura County facilities. The candidate must have current knowledge of the software, hardware and programming languages used at Ventura County facilities.

**Exclusions:** There are no exclusions.

**EQUIPMENT INVENTORY**

Contractor will provide to County an updated inventory of all equipment for which Contractor has service responsibility. The information will be supplied on a County-supplied Microsoft Excel® spreadsheet. Information will include location, equipment type, manufacturer, model number, capacity, age/condition, etc. Contractor will have ninety (90) days from the start of this Contract to supply this information.

**DISCREPANCIES IN QUANTITIES**

County has made every effort to identify all equipment covered by this preventative maintenance contract. It is possible that actual quantities will vary from the equipment lists. It is County's expectation that Contractor will be responsible for HVAC PM services for all equipment at the covered facilities. If actual quantities vary, an increase or decrease in the contract price will be negotiated between County and Contractor.

**Confirm understanding of these definitions.**

**Indicate agreement, or exception to any definition.**

**3.2 Term**

The resultant Contract will be in effect for an initial period of five (5) years subject to all the terms and conditions set forth herein. This Contract may, upon mutual, written, agreement, be extended for five (5) additional one (1) year periods.

Time is of the essence in the performance of this Contract.

Fixed pricing for the first 2 (two) years should be included as part of your proposal.

For years 3-5, and any extensions, County reserves the right to either accept or reject any price adjustments submitted, in writing, ninety (90) days prior to the end of the current contract period as part of County's consideration for the contract extension.

Continuation of this Contract is subject to the appropriation of funds for such purpose by the Ventura County Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and the Contractor will relieve County of any further obligation therefore.

**Please note, rate changes are subject to the following:**

The pricing for year 3, 4, and 5 of the initial period may be subject to increase (a maximum of 3%), or by the average CPI-U Analysis for the greater Los Angeles area as defined by the US Department of Labor, Bureau of Labor Statistics, whichever is lower, in any given twelve (12) month period.

**Provide your methodology of calculating potential rate increases for year 3-5 extensions.**

**Indicate acceptance or modification.**

### 3.3 Scope of Work

#### **General**

Contractor will provide all labor, supervision, supplies, materials, tools, equipment, insurance, fuel charges, tolls, taxes, and permits necessary to perform all preventive maintenance at County facilities as defined in this Scope of Work and supplemented by referenced Exhibits and Attachments. The Maintenance requirements contained in this Contract are defined below and will be individually priced according to the following component categories.

- 1) Preventive Maintenance
- 2) Premium Coverage
- 3) Filters
- 4) Fire Life Safety System
- 5) Control System Operator
- 6) Building Control Systems
- 7) Water Treatment Service
- 8) Eddy Current Testing
- 9) Oil Analysis
- 10) Vibration Analysis

No additional labor or material charges can be billed for responding to trouble calls resulting from work recently performed by Contractor, or work which was to have been performed by the Contractor under any component category of the maintenance services contract.

**Indicate acceptance or modification.**

#### **1. Preventive Maintenance Services**

Contractor will provide all labor, supervision, supplies, materials, tools, equipment, insurance, fuel charges, tolls, taxes, and permits necessary to perform basic preventive maintenance services as shown.

**Indicate acceptance or modification.**

#### **2. Premium Coverage**

Contractor will provide all labor, supervision, supplies, materials, tools, equipment, insurance, fuel charges, tolls, taxes, and permits necessary to perform all corrective, predictive, repair and component or equipment replacement services (full service) at designated County facilities.

Contractor will furnish pricing which is inclusive of all charges and costs necessary to perform the required services repair/replacement. There will be no additional cost to County other than that listed on the proposal form. Although the cost of discretionary maintenance tasks and services (see below) is not included in this component category, the cost to repair/replace/or correct problems which may be discovered as part of value added tasks is included in this premium coverage category.

The premium coverage will cover the following:

Pneumatic Controls at the:

- Hall of Administration
- Hall of Justice, Court Room Wing and Administration Wing
- Pre-Trial Detention Facility, Annex and Crime Lab
- Service Building
- East County Court House

Consisting of:

- Thermostats
- Control components
- External parts of the terminal boxes, such as velocity controllers and linkage; pneumatic selectors; actuator boots;
- Panels
- Input/output modules

Controls Systems and Chillers

- Fire Communications Center, Metasys Controls
- Juvenile Court House, Controls
- Todd Road Jail, York Chiller
- Telephone Road Building, Metasys Controls
- Pre-Trial Detention Facility, Chillers and Metasys Controls
- Hall of Administration, Chillers and Metasys Controls
- Hall of Justice, Chillers and Metasys Controls
- Service Building, Metasys Controls

**Indicate acceptance or modification.**

### 3. **Filters**

Contractor will supply and install filters of the type and size required by the systems and components at the locations under contract. Contractor will compile the filter list, organize, schedule, ship and store the filters. Package unit filters and pre-filters in built-up systems will be changed quarterly; final bag filters will be changed annually. The Vanguard Building MERV filters will be changed twice a year.

On occasion, circumstance may require changes more often or after local fires. County will negotiate additional payment for this service.

All filters will be changed during normal working hours. The filter compartments will be vacuumed clean during each filter change and the date of replacement noted directly on the filters.

**Describe, in detail, type of filters proposed along with specification sheets; if the work will be self-performed or contracted; if contracted, how will this Contract be monitored to ensure the work is being performed; and any other relevant information.**

### 4. **Fire Life Safety System Services**

County has in place a variety of fire alarm control systems. Controls and software are provided by a variety of manufacturers including Simplex, Gamewell, Radionics, Firelite, Pyrotronics, Kidde, and Notifier.

The fire alarm and control systems provider will be factory trained and certified for the systems installed at County facilities identified. All work will be done according to NFPA 72 and the California State Fire Marshall requirements and standards. Contractor will have the following licenses and training: maintain a C-16 Fire Protection Contractor license; a Portable Fire Extinguisher Services Concern License issued by the California Office of State Fire Marshal; staff working on the systems will be certified by the National Institute for Certification in Engineering Technologies, Fire Protection Engineering Technology Fire Alarm Systems, Level II or above; staff trained on Notifier and Simplex Systems. All licenses and certifications will be maintained for the contract duration.

Contractor will be responsible for real time functional testing and reporting on the Fire Alarm Systems listed. All work will be done in accordance with the NPFA and California State Fire Marshall requirements and Standards. This includes, but is not limited to, testing and reporting of manual fire alarm boxes, ion smoke detectors, photo smoke detectors, duct smoke detectors, heat detectors, water flow switches; supervisory switches on post indicator valves and outside screw and yoke valves; bells, horns, chimes, strobes, speakers, voice messages, elevator curtain; clean agent fire suppression systems, Halon and FM-2000; kitchen fire suppression systems testing, servicing and cleaning.

**Describe the specific resources and personnel your company has to service and support these systems. Describe the**

**experience of your company has in maintaining these systems. Identify, in detail, your firm's ability to obtain repair parts and software support for these systems.**

**5. Control System Operator**

Contractor will furnish County with a full time, on site, Control System Operator to manage County's various building management control systems, either remotely or through on-site visits, that are under this Contract, including any that are added at a later date.

This individual will meet on a day to day basis with designated County staff.

Requirements for the Control System Operator will be, at a minimum, as shown below:

- Individual will have a minimum of ten (10) years of verifiable direct digital controls system experience, including five (5) years of experience with Johnson Controls (Metasys, M5), Andover Controls, and Siebe-Robertshaw energy management control systems. Including direct digital, pneumatic and lighting control systems.
- Individual will be conversant with communications protocols, troubleshooting and alarms for these systems
- Individual will have direct experience with large campus and jail facilities; campus enterprise wide control systems; centrifugal chillers; variable speed chillers; air cooled chillers; air distribution systems and package units.

Examples of duties include the following:

**Daily**

- Provide 24/7 "first call" service for problems such as lighting, alarms related to system failures, thermal energy storage systems and programming changes.
- Monitor daily and adjustment building HVAC and lighting programming and set-points.
- Check Thermal Energy Storage (TES) tank charge status, chillers, boilers and pumps.
- Ensure TES is fully charged, if charge was not adequate the night before, by programming both chillers to operate before discharge begins at noon.
- After the buildings have switched over to TES, verify proper operation of the system, several times a day, and correct any problems observed.
- Monitor all central plants.
- Investigate and resolve system operational and programming problems.
- Respond to any alarms or problems.

- Analyze trends and potential system problems.
- Adjust set-points and scheduling of equipment and lighting as requested.
- Interface with all buildings under this Contract and interface with the Optimum Energy system and programmers controlling the Hall of Administration central plant.
- Diagnose problems and recommend opportunities to reduce energy use.
- Reset chillers, boilers and variable speed drives as needed.
- Adjust scheduling and set-points to pre-cool the building as needed.
- Monitor all alarms, over-rides, offline points and un-reliable points, correct and respond as required.
- Monitor several areas in each building to assess conditions and identify problem areas.
- Report anything unusual that is observed for correction.
- Walk through Government Center central plants to ensure systems are operating efficiently and system checks are being performed and documented.

#### **Weekly**

- Attend weekly meeting with County staff.
- Discuss means and methods to conserve energy.
- Procure control system proprietary parts or services.
- Provide basic programming and control system optimization for the systems under contract.
- Discuss building system operation with Maintenance staff.
- Monitor all buildings on the Metasys and Andover systems several times a week
- Adjust schedules for lighting, cooling, generator tests, special events and construction, as requested.
- Monitor and adjust Board of Supervisors Meeting Room temperature.
- Program the building control systems to page when there is alarm condition.
- Make recommendations for system repairs and upgrades.
- Provide reports as required by the County.

#### **Monthly**

- Review and modify the Government Center Metasys programming to ensure the Government Center control systems are operating the systems efficiently and reducing energy use.

- Coordinate Hall of Administration Central Plant operation with Optimum Energy to ensure efficient operation of the plant.
- Investigate all opportunities for energy savings or operational improvement, and report findings.
- Identify operational management enhancements that may save energy or provide other avoided costs savings to the County.
- Train County of Ventura personnel on control system operation
- Maintain fire and life safety interfaces with existing controls systems
- Maintain building control system hardware and keep software updated.
- Perform advanced programming, diagnostics and repairs.
- Consult with County contractors and staff when new systems or upgrades are being considered.
- Work with County contractors and staff to adjust systems as needed.
- Modify and enhance systems as needed.
- Interface with all phases of controls upgrade projects at County facilities.
- Adjust outside air dampers to minimum position to eliminate smoke from fires from entering the building.
- Adjust chiller and TES scheduling to take advantage of electrical off-peak pricing opportunities.

**Describe the specific resources and personnel your company has to service and support these systems. Provide resumes of specific individual(s) that will be performing these duties. Describe the experience of your company has in maintaining these systems. Identify, in detail, your firm's ability to obtain repair parts and software support for these systems.**

6. **Building Control Systems**

County has in place a variety of Building Control Systems. Controls and software are furnished by a variety of manufacturers including Andover, Johnson Controls and Siebe-Robertshaw, Carrier, and Optimum Energy as shown.

Sensors will be tested and calibrated as shown on the Building Automation System tab in the Equipment Task List.

**Describe the specific resources and personnel your company has to service and support these systems. Describe the experience your company has in maintaining these systems. Identify, in detail, your Company's ability to obtain repair parts and software support for these systems.**



## 7. Water Treatment Services

Contractor will include all chemicals, equipment, piping, etc., needed for installation, setup and normal operational use to minimize repair and maintenance costs that are associated with scale, corrosion, micro-biological contamination or fouling, while also improving heat transfer and reducing energy costs. This will include any equipment and peripherals needed to connect to any existing County system and/or equipment, such as a computer or LAN system. Contractor will provide chemical feed equipment and deliver treatment chemicals to point of feed. Contractor will maintain an emergency response capacity of between 4 and 24 hours. Contractor must maintain County safety standards. Contractor will provide chemical feed equipment capable of accepting chemicals at the feed mechanism without spills and capable of providing backup containment in the event that the chemical container itself leaks.

Contractor will have a verifiable minimum of five (5) years experience of providing these types of services to both Government and/or private industry customers. Contractor will ensure that all required Chemical Water Treatment Services and Contractor's service technicians providing services for those projects are managed and supervised by a Certified Water Technologist (CWT), as certified by the Association of Water Technologies (AWT), or a qualified Chemical Water Treatment Services Chemist. Contractor must provide a list of all Service Project Managers, Service Technicians and their level of experience and qualifications. For all CWT Project Managers listed, Contractor must provide a copy of the CWT certificate for those individuals.

The Service Representative assigned to County's sites must have at least five (5) years continuous field experience in the field of water treatment. Contractor will supply the name and work history of the Service Representative as well as the Representative's immediate supervisor assigned to the site.

At least one official of the water treatment firm will be "Certified Water Technologists" (CWT) under the Association of Water Technologies (the water treatment industry trade association) accredited examination program or equivalent.

Water treatment reports will be submitted electronically.

**Describe, in detail, the water treatment programs you will provide for each location with equipment requiring treatment. Indicate vendors used for providing treatment and chemicals. Provide a minimum of five (5) current references verifying experience in providing these types of services to both Government and/or private industry customers.**

**8. Eddy Current Testing**

Contractor will perform non-destructive eddy current tests on the chiller equipment listed. Testing will be conducted on the condenser and evaporator tube bundles every other year, with the first test completed before June 30, 2014 and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment, tubes and tube sheets.

**Describe, in detail, what criteria will be tested, how the testing will be performed, who will be performing the testing and provide sample reports.**

**9. Oil Analysis**

Contractor will perform oil analysis on equipment listed. Testing will be conducted every other year, with the first test completed before June 30, 2014 and every other year thereafter. A report will be submitted on sample tested identifying the test date, chiller location, manufacturer, model system, serial number, oil type, and oil information, test results with description of any abnormal conditions that may exist and recommendations.

**Describe, in detail, exactly what criteria will be tested, how the testing will be performed, who will be performing the testing and provide sample reports.**

**10. Vibration Analysis**

Contractor will perform vibration analysis on equipment listed. Testing will be conducted every other year, with the first test completed before June 30, 2014 and every other year thereafter. A report will be submitted on each piece of equipment tested identifying the procedures used to test the equipment, the equipment, calibration methods, and test results with description of any abnormal conditions that may exist, recommendations and photographs of the equipment.

**Describe, in detail, what criteria will be tested, how the testing will be performed, who will be performing the testing and provide sample reports.**

**3.4 Discretionary Maintenance Tasks and Services**

At times, Contractor may be required to provide all labor, supervision, supplies, materials, tools, equipment, vehicle, insurance, fuel charges, tolls, taxes, and permits necessary to perform discretionary maintenance tasks and services for equipment under this Contract.

Implementation of these discretionary maintenance tasks and services will be at the direction of County, for the unit prices given, based upon equipment life, maintenance records, recommendations from Contractor, and other factors. The costs for these discretionary maintenance tasks and services are outside the contracted scope of work and pricing included in this Contract. County will issue additional authorization outside of this specific scope of work for any discretionary maintenance tasks and services.

Indicate labor rates for straight time, overtime, Saturday, Sunday and holiday.

Indicate percentage mark-up on all parts and rental equipment.

**Indicate acceptance or modification.**

### **3.5 Training and Certifications**

Contractor will have proven experience with, and factory trained and certified staff, the following systems:

Andover BACnet

Andover Continuum Configuration

Emerson Smart Pressure

Metasys DX9100

IMTI Low Voltage Code

Invensys Controls

Carrier VVT Controls

Optimum Energy

ABB variable speed drives

TurboCor/Danfoss compressors

Authorized SCE HVAC Optimization Contractor

**Describe the specific resources and personnel your company has to service and support these systems. Describe the experience your company has in maintaining these systems. Provide copies of your personnel's relevant certifications. Identify, in detail, your firm's ability to obtain repair parts and software support for these systems.**

### **3.6 Warranty Administration**

Contractor will administer, coordinate, and enforce all warranties provided by construction contractors and equipment suppliers and will perform all work such that all warranties are maintained in full force and effect.

**Indicate Acceptance or Modification**

**3.7 Tools/Equipment**

Contractor will supply all software, tools, equipment, and vehicles necessary to complete the services and repairs specified. Equipment will be kept in excellent condition. The use of County equipment and tools will not be permitted except by written authorization. Contractor will be held responsible for any and all damage resulting from improper use of tools, materials, and equipment. Any damage to County equipment or facilities will be repaired at no additional cost to County.

**Indicate acceptance or modification.**

**3.8 Spare Parts**

Contractor will maintain a representative supply of spare parts on site for immediate use on critical equipment.

**Describe in detail your spare parts stocking plan.**

**3.9 Staffing**

Contractor will furnish sufficient, qualified, trained, and experienced personnel to perform the obligations under this RFP. Contractor will have working knowledge of work orders, service calls, proposals and schedules.

All Contractor employees and subcontractors working on County of Ventura's facilities, must be acceptable to County, and will be required to wear neat, clean, uniforms. Uniforms will be furnished and maintained by Contractor.

All vendor employees assigned to work at any County of Ventura facility will be required to pass a background investigation by the Ventura County Sheriff's Department. Any employee failing this investigation will not be allowed to work at County facilities.

**Describe, in detail, your staffing organization plan and chart for this Contract. Indicate name and title of individual(s) that will handle day to day maintenance, operations, management, supervision and reporting.**

**3.10 Protection of County Property**

Contractor will continuously maintain adequate protection of all his work from damage and will protect County's property from any and all damage or loss arising in connection with the services to be supplied.

**Indicate Acceptance or Modification**

### 3.11 Safety

Contractor will take all necessary precautions for the safety of employees on the work site and will comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to, the premises where the work is being performed.

Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public, and will post danger signs warning against hazards created by such features as protruding hole, open electrical circuits, etc.

Contractor will take extraordinary care in protecting all wall, ceiling and floor surfaces, finishes and fixtures from damage.

Contractor will keep the work site clean and free from rubbish and debris. Materials and equipment will be removed from site as soon as they are no longer necessary. All work will be performed in accordance with the highest standards prevailing in the trades.

**Provide a complete description of your safety program.**

### 3.12 Response time (normal hours)

Normal hours of operation are expected to be 7:30 A.M. to 5:30 P.M., continuous, Monday through Friday, except for the following holidays: New Years Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, July 4, Labor Day, Veterans Day (effective 2014), Thanksgiving Day, Christmas Day and other days as may be appointed by the President of the United States.

**Indicate your maximum response time to trouble calls generated by the County during normal County business hours, Indicate acceptance or modification to County holidays.**

### 3.13 Work Area Maintenance

All machinery, equipment rooms and access vaults for HVAC equipment will be kept in a neat and orderly manner with no combustible material of any kind left outside a fire department approved receptacle. Materials to absorb oil or other fluid leakage will be of an approved material for this purpose. All machinery and equipment will be maintained to factory specifications and leaks of any fluid will be repaired as soon as practicable.

**Indicate Acceptance or Modification**

**3.14 County-Provided Space and Equipment**

County will provide an 8 foot x 8 foot standard work station, desk, chair, book shelf, computer, telephone, and network connection for the Control system Operator for work on County systems and equipment. County will also provide two spaces for spare parts of County equipment, one space 9' x 11.5' and one space 17' x 8.5 feet. Use of these spaces may be denied at any time if the County determines there is a better use for these spaces.

**Indicate your acceptance or modification.**

**3.15 Emergency/After-Hours Support**

A number of facilities operate 24 hours per day, 7 days per week. Additional hours will be established in advance, and the selected Offeror will be notified in sufficient time to plan and provide the required services.

**Indicate your maximum response time to trouble calls during after-hours, weekends and holidays?**

**State your hourly rates for trouble calls after-hours, weekends and holidays.**

**3.16 Additional Repairs**

County recognizes that a variety of work and improvements will fall outside the provisions of the service agreement.

**State the labor rates for work performed outside the scope of the basic agreement. State the mark-up that will be applied to materials for work performed outside the scope of the basic agreement**

**3.17 Equipment Changes Including Parts and Supplies**

The following parts and supplies are considered consumables and are to be replaced by Contractor at no additional cost to County during the life of this Contract.

- Refrigerant , all types
- Fan or drive belts
- Lubricating oils or fluids
- Wire nuts and small quantities of electrical wire and cable up to 8 AWG
- Electrical tape /shrink tubing as required to maintain electrical insulation integrity
- Paint and rust proofing as required to prevent corrosion damage to metal parts

All replacement parts provided to maintain the equipment will be the manufacturers designated part numbers, in the event of an emergency and in order to keep the equipment in operation and avoid a shutdown an approved substitute for the manufacturer's part may be used. The quality and warranty of the substitute part will be equal to, or better than, the manufacturer's original equipment replacement and its use will not void manufacturer's warranty.

#### **Indicate Acceptance or Modification**

### **3.18 Equipment Change outs**

It is anticipated that, during the course of this Contract, equipment may need to be added, deleted or modified. The need to repair or replace will be at the discretion of County.

**Please indicate your plan/methodology with regards to incorporating equipment changes and their effect on contract pricing.**

### **3.19 Prevailing Wages**

The attached statement of Prevailing Wages is hereby made a part of this Contract.

#### **Indicate Acknowledgement of this Notification**

### **3.20 Asbestos Notification**

Notification of Asbestos on County buildings as per attached. Notification and California Health and Safety Code section 25915 et seq.

#### **Indicate Acknowledgement of this Notification**

### **3.21 Meetings, Reporting and Tracking**

Contractor will:

#### **Weekly:**

- Attend meetings with County staff.
- Provide written report of meeting minutes consisting of items discussed, action, responsibility and deadlines.
- Provide and review reports for water treatment, filter replacement, fire life safety testing, eddy current tests, vibration tests, oil analysis, filters and water treatment.
- Provide proposals for repairs and upgrades.
- Negotiate invoice disputes.
- Review time and material work performed for pre-invoice approval.
- Provide report of corrective, preventive, time and material and project work performed, by equipment and site.

- Maintain history of maintenance and repairs for the life of this Contract
- Review and submit the previous week's completed service tickets.

#### **Monthly**

- Provide report of central plant efficiencies and recommend changes to plant operation to better optimize the system. Include trend logs, equipment set points, etc.
- Review annual schedule of monthly service and update status for work performed, work scheduled and work overdue.

#### **Quarterly**

- Provide a schedule of filter changes, consisting of site, equipment, filter type, size, quantity, frequency, date scheduled and date installed.
- Provide a report of all building system set points for review and analysis to ensure the systems are functioning optimally.

#### **Twice a year**

- Provide a report of fire life safety testing for all fire notification and suppression devices under contract.

#### **Annually**

- Provide a schedule of all maintenance at all sites showing the site, equipment, month of service, type of service and technician assigned at the beginning of each contract year.
- Provide annual report of refrigerant use for each piece of equipment and building.
- Provide annual contract cost breakdown by facility and details of contract changes.
- Provide a "look ahead" equipment condition report of equipment problems. The report will included each piece of equipment under contract, it's condition and estimated remaining useful life, comments, recommendations and estimated cost to repair or replace.

**Describe, in detail, what processes you use to report and track the performance of your contract responsibilities. Provide a sample of reports available to County.**

### **3.22 Customer Satisfaction**

Occupant comfort and satisfaction is of paramount importance. Complaints must be responded to in person and if possible, resolved within two (2) hours of initial receipt of call.

**Describe your method of meeting this requirement in detail. State your customer satisfaction program. How do you insure that your customers are satisfied with your service? What mechanisms will you put in place to insure on-going communications with the customer? How do you deal with customer complaints and conflict resolution? Include**



**escalation procedures to be used for complaint resolution. Submit a complete description of your Quality Assurance program.**

### **3.23 Environmental Programs**

Contractor will be responsible for the development of refrigerant reclamation and recycling program to insure County is in compliance with all APCD regulations regarding Ozone depletion chemicals.

**Describe, in detail, your experience with recycling or environmental programs.**

### **3.24 Additional Services**

**Describe, in detail, any additional services you will provide (as part of the base bid price) whose function it is to improve the efficiency and/or increase the service life of the equipment.**

### **3.25 Invoicing/Payments**

Contractor will be paid monthly, in arrears, Net 30 Days from receipt of approved invoice.

**Indicate Acceptance or modification.**

### **3.26 Permits**

Unless otherwise provided herein, Contractor will at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of this Contract, and will give all public notices necessary for the lawful performance of this Contract.

**Indicate Acceptance or Modification**

### **3.27 Insurance Requirements**

Successful Offeror will acquire and maintain at his/her own expense all insurance described for the full duration of this Contract.

**Indicate Acceptance or Modification**

**3.28 Non-Collusion**

If there is reason to believe that collusion exists among the Offerors, County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors.

**Offeror will submit with their proposal an executed Non-Collusion Affidavit.**

**3.29 Exclusivity**

County is under no obligation to request, utilize or employ any certain extent, or number of services, nor is County restricted, by reason of this Contract, from employing personnel for the County's incidental needs by contracting with other contractors/suppliers.

**Indicate acceptance or modification.**

**3.30 Business Continuity Plan**

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

**Please describe your firm's Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency.**

**3.31 Piggyback Agreement**

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will not be a factor in award of proposal. All piggyback agreement with other agencies will be separate from, and unrelated to, any entered into hereunder by the County and the Successful Offeror(s). County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

**SECTION 4.0 -- SAMPLE STANDARD CONTRACT**

This Contract entered into this **1st** day of February, 2014 by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and **TBD**, hereinafter called "Contractor."

**WITNESSETH**

**WHEREAS**, County issued the Heating, Venting, and Air Conditioning (HVAC) Request for Proposal #5687 (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

**WHEREAS** Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

**WHEREAS**, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of County for maintenance and repair of County HVAC systems and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing HVAC maintenance, repair, and related services hereinafter described; and

**WHEREAS** County and Contractor are willing to enter into a HVAC maintenance, repair, and related services Contract in accordance with the RFP, Contractor's response thereto, which by this reference is incorporated, though not attached, and the terms and conditions contained herein;

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing HVAC maintenance, repair, and related services hereinafter described:

Preventative Maintenance and Service on Heating Ventilating Systems in County of Ventura facilities listed in RFP # 5687

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Request for Proposal #5687 attached hereto and by this reference made a part hereof.

**2. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, County will make payment to Contractor in the manner specified in Section 2.7.j.

**3. TERM**

As referenced in RFP section 3.2 Term.

**4. RESPONSIBILITY OF CONTRACTOR**

Contractor will, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements. The selected contractor will be held fully responsible for performance of any subcontractors.

**5. WARRANTIES**

Contractor will warrant and represent that:

- a. its work hereunder will be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

**6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or County of Ventura against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

**7. NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

**8. TERMINATION**

County will be able to cancel this Contract, without penalty to County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this Contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of this Contract term, whichever occurs first.
- b. County may terminate this Contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. County at its sole option may terminate this agreement upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this agreement. On completion or termination of this agreement, County will be entitled to immediate possession of and Contractor will furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to County may be exercised without prejudice to any other remedy, which it may be entitled at law or under this agreement. Upon termination or other expiration of this Contract, each party will assist the other party in the orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

**9. DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within ten (10) days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

**10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, Employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work County of Ventura by this Contract.

**11. INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) Commercial General Liability "occurrence" County of Ventura in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- 2) Commercial Automobile Liability County of Ventura in the minimum amount of \$500,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists County of Ventura in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Personal Automobile Liability County of Ventura, in the minimum amounts 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 County of Ventura under Commercial Automobile Liability.
- 4) Workers' Compensation (WC) County of Ventura, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$500,000.
- 5) All insurance required will be primary County of Ventura as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- 6) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional County of Ventura must be purchased to meet requirements.

- 7) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this Contract on all policies required (except Workers' Compensation).
- 8) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- 9) Policies will not be canceled, non-renewed or reduced in scope of County of Ventura until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- 10) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
  1. Certificates of Insurance for all required County of Ventura.
  2. Additional Insured endorsements.
  3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of The County of Ventura Against Others, Waiver of Our Right to The County of Ventura from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this Contract.

## 12. **NON-DISCRIMINATION**

### A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

### B. Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

## 13. **SUBSTITUTION**

If particular people are identified in Attachment "A" as working under this Contract, Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

**14. INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

**15. CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by a designated County of Ventura General Services Agency Facilities Manager or authorized representative.

**16. ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon, in writing, by and between County and Contractor, will be effective when incorporated in written amendments to this Contract.

**17. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

**18. FORCE MAJEURE**

Except for defaults of subcontractors, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts will include but will not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.



19. **NON-EXCLUSIVITY**

County reserves the right to contract with providers of similar services and/or equipment other than Contractor when it is reasonably determined to be in the best interest of County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of County except as authorized by law.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 SOUTH VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations; inducements, promises or contracts have been made by or on behalf of County except those County of Ventura and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Contract, the inconsistency will be resolved in the following order:

1. This Contract
2. County of Ventura Request for Proposal # 5687
3. Contractor's proposal dated .
4. Contractor's Best and Final Offer (BAFO)

23. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

26. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

27. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a County of Ventura and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

*Do not sign - Model contract only*

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**COUNTY OF VENTURA  
ATTACHMENT A -- INFORMATION REQUIRED OF OFFEROR**

**NO OFFER WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETE IN FULL.  
ALL APPLICABLE ITEMS MUST BE FILLED OUT.**

Offeror is required to supply the following information. Additional sheets may be attached if necessary.

- 1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 2) Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
- 3) Type of Firm (individual, partnership, corp.): \_\_\_\_\_
- 4) Corporation organized under the laws of the State of: \_\_\_\_\_
- 5) List names and addresses of all members of the firm or names and titles of all officers of the corporation:  
  
NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_
- 6) Number of years this company has been in business doing the type of work specified herein in California: \_\_\_\_\_.
- 7) List at least three (3) projects completed as of most recent date:
  - a. CONTRACT: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_  
NAME & ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
DOLLAR AMOUNT OF CONTRACT \$ \_\_\_\_\_ OWNER: \_\_\_\_\_
  - b. CONTRACT: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_  
NAME & ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
DOLLAR AMOUNT OF CONTRACT \$ \_\_\_\_\_ OWNER: \_\_\_\_\_

c. CONTRACT: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_  
NAME & ADDRESS: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
DOLLAR AMOUNT OF CONTRACT \$ \_\_\_\_\_ OWNER: \_\_\_\_\_

8) List the name and address of each subcontractor who will perform work in or about the project, and indicate what part of the work will be done by each subcontractor:

NAME	ADDRESS	WORK PERFORMED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9) Name of Contractor/Agent for your firm: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**COUNTY OF VENTURA**

**ATTACHMENT B -- Non-Collusion Affidavit**

**To Be Executed By Offeror and Submitted with Proposal**

(County of Ventura ss. State of California) \_\_\_\_\_, being first duly sworn, deposes and says that he or she is (Owner) of \_\_\_\_\_ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of , or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham proposal, or that anyone will refrain from bidding; that Offeror has not in any manner, directly or indirectly , sought by agreement, communication, or conference with anyone to fix the proposal price of Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Offeror, or to secure any advantage against the public body awarding this Contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Offeror has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Offeror's Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Person, Firm, Corp.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**COUNTY OF VENTURA**

**ATTACHMENT C – Pricing Matrix**

See related Excel spreadsheet.

**Exhibit I -- NOTIFICATION OF ASBESTOS IN COUNTY OF VENTURA BUILDING**

California Health and Safety Code sections 25915 et seq. require the County to inform vendors, contractors, and others about asbestos-containing materials (ACM) in buildings where they work. Herein find such information. You must: (1) comply with the County policy notes here; and (2) give this notice to all employees and subcontractors working in County buildings. Failure to comply may cause undue risk to your people and others, or immediate contract cancellation, or both.

**COUNTY POLICY CONCERNING ASBESTOS IN BUILDINGS**

It is County policy that under no circumstances are County vendors, contractors, or others to attempt removal, repair, or clean up of known or suspected ACM, unless approved to do so under County contract. The whereabouts, however, of all ACM-cited in County buildings are not known. Thought many of the buildings are known to have ACM-sites, others are being routinely found by comprehensive building surveys done for various reasons. Because of this uncertainty, and since disturbing ACM can be a hazard, you must call the County Health and Safety Loss Prevention Division (HSLP) at (805) 648-9202 before:

- (1) Doing any work that might disturb any building; or
- (2) Accessing any space above ceiling or below floors, or any other space not normally accessed by building occupants.

You are directed to call HSLP should you have any questions or concerns about this matter before starting any work at any County site. Otherwise the County assumes that you understand and are fully complying with these instructions and policy.

**FREQUENTLY ASKED QUESTION ABOUT ASBESTOS**

**How is asbestos used?** Asbestos is usually not used directly, but rather is added as binding material to such diverse materials as plastic, asphalt, cement products, pipe insulation, roofing products, floor tiles, patching compounds, brake linings, and protective clothing. The attributes of ACM are so beneficial that between 1900 and 1980, 40 million tons of asbestos was used in over 3,000 products worldwide. The 1979 consumption rate in the U.S. alone was one million tons. But by 1983, the U.S. rate had fallen 60% and is still dropping today due, in part, to laws forbidding asbestos use in many of the materials mentioned.

**Where is ACM found in buildings?** In ones built before 1979 (most ACM use in post 1979 buildings has been banned), ACM is found in a variety of locations. These are typically classified as follows: surfacing materials are those which are sprayed or troweled onto building surfaces (acoustical ceilings, fireproofing, etc.); thermal systems insulation includes all material applied to heating, cooling, and plumbing systems; and miscellaneous materials includes all other building products. ACM may thus be found anywhere in the building, including spaces above ceilings and below floors, in pipe chases, and building exteriors.

**Why is building ACM a problem?** Asbestos refers to a family of naturally occurring silicate minerals. When crushed or processed, these minerals separate into long, thin fibers that have unique properties: high strength and flexibility low thermal and electric conductivity, high absorbency, high chemical and mechanical durability, and is relatively incombustible. It is these properties that make it desirable for commercial applications, while at the same time hazardous. Given the right force, ACM can break apart causing the asbestos contained therein to splinter into microscopic fibers that float in the air where they can be easily inhaled or swallowed. These tiny fibers become trapped in body tissues where they can cause health problems.



**What are the risks associated with building ACM?** Risks allied with occupational asbestos exposure (ship building trades, mining and milling, automotive brake repair, etc.) are well known. However, studies indicate that there is typically no appreciable difference in airborne fiber levels between ACM-building air and outdoor air. This suggests that working in a well-maintained ACM-building poses no unusual risk. The mere presence of ACM poses no health threat unless the fibers become airborne by any means. Still, inhaling or swallowing asbestos fibers can cause a host of health problems, of which the major ones are:

Asbestosis, a lung ailment with emphysema-like symptoms, is caused by chronic exposure to high airborne fiber levels, like those to which occupational asbestos workers were exposed to laws regulating exposure. Asbestosis is not expected in persons exposed to *low* levels, or in those exposed for short time periods.

Lung cancer is linked (albeit not exclusively) with intense fiber exposure, particularly in concert with smoking. It is uncertain that asbestos contributes to it at low exposure levels, however. Contrarily, mesothelioma cancer seems to be principally caused by asbestos exposure. It accounts for about 10% of deaths in occupational asbestos workers, but is rare in the general population. They both have, like other forms of cancer, long latency periods, often 15 years plus.

Other health effects include: (1) increased rate of GI tract cancer among some asbestos workers (probably caused by fiber ingestion), and (2) excessive fiber inhalation can cause pleural plaques, a thickening of the lung lining (not cancerous, but is indicative of past exposure).

The prospect of incurring such maladies depends on a combination of exposure level, exposure time, and exposure occurrences (i.e., there is a direct tie between total fiber exposure and risk level). The risk level in County ACM-buildings is deemed no higher than that in the outdoor environment. This is so because the in-place ACM known to the County is in good condition, encapsulated, enclosed or in a restricted area, or of a type not likely to release fibers unless disturbed (e.g. the fibers in vinyl asbestos floor tile are firmly bound and can be released only if the tile is cut, ground, or sanded).

**Exhibit II -- Equipment Maintenance Tasks**

See related Excel spreadsheet.

**Exhibit III -- EQUIPMENT LIST, BY LOCATION**

See related Excel spreadsheet.