

**AGREEMENT TO PROVIDE ON-CALL HVAC  
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 17th day of August, 2021 by and between ABM Building Solutions, LLC (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On April 8, 2021, the City issued Request for Proposal No. 21-033, by which it sought a qualified contractor to provide on-call HVAC maintenance and repair services for the Water Resources Division of the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-033.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-033, which is attached as Exhibit A and incorporated in full, and as further described in Contractor’s Proposal, which is attached as Exhibit B and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit C. Contractor is one of three (3) contractors selected to provide services on an on-call basis under RFP 21-033. The total annual compensation for services provided by all contractors selected under RFP No. 21-033 shall not exceed the shared aggregate amount of one hundred thousand dollars and zero cents (\$100,000).
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on August 16, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to

Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
  - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by contractor, without thirty (30) days prior written notice to the City.
  - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax 714- 647-6956

Executive Director  
Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, CA 92702

To Contractor: ABM Building Solutions, LLC  
14201 Franklin Avenue  
Tustin, CA 92780  
Attn: Vishal Gupta, PE, General Manager

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without

the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **18. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **19. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**20. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**21. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONTRACTOR**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
Name: Vishal Gupta, PE  
Title: General Manager

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Nabil Saba, PE  
Executive Director  
Public Works Agency

# **EXHIBIT A**

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**Appendix**  
**ATTACHMENT 1: SCOPE OF WORK**

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**SCOPE OF WORK**

**Introduction and Background:**

**The City of Santa Ana Public Works Agency Water Resources Division is soliciting proposals from qualified firms to provide on-call heating, ventilation, and air conditioning (HVAC) repair services and preventative maintenance on an as-needed basis.**

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones. The Water Resources Division currently operates and maintains eleven (11) air conditioning units throughout their jurisdiction.

**Description of Work:**

The City of Santa Ana is requesting proposals for the purpose of providing on call maintenance repair services on the HVAC units defined in **Table A: City of Santa Ana Air Conditioning Units**.

All requested HVAC maintenance and repair services shall be provided in accordance with the highest standards of the industry, skill, workmanship, and applicable trade practices. All requested services are to be compliant with all Federal, State, California Air Resources Board (CARB), Air Quality Management District (AQMD), Occupational Safety and Health Administration (OSHA) and all other applicable regulatory requirements.

This project consists of furnishing all materials, equipment, labor, supervision, and transportation necessary to provide HVAC preventative maintenance and repair services at locations listed and described herein. All parts, repairs and/or fluid changing must be done with parts and fluids that meet or exceeds the manufacturer's specifications and requirements. All replacement parts shall be new. All parts should be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts. The Contractor shall properly dispose of used oil, fluids, and filters generated by its services, leaving the job site environmentally clean.

All testing and maintenance services should be scheduled in advance with the City of Santa Ana. The Contractor shall maintain service records on all maintenance and repairs and shall provide a copy of the service records to the City of Santa Ana.

Contractor must be able to respond to City's request for emergency repair work on a timely manner. **The contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within four (4) hours.**

**CITY OF SANTA ANA**  
**RFP NO.: 21-033**  
**ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES**

**Contractor's repair crews must be able to arrive at job site within four (4) hours of approval from the City to commence work. Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday).** Anytime outside of business hours of operation may be considered after hours/weekends. The Contractor shall perform additional work as authorized. Such work will be based on rates for field services as listed herein.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

The Contractor shall maintain and repair existing equipment, as listed in **Table A: City of Santa Ana Air Conditioning Units**; equipment may be added or removed as required.

**Table A. City of Santa Ana Air Conditioning Units**

AC #	Site	Address	Manufacturer	Model No	Serial No
#1	Control Room	220 S Daisy Ave, Santa Ana CA 92703	Fujitsu	ASU36RLXB	FTA004841
#2	East Station	1730 S Santa Fe, Santa Ana CA 92705	Fujitsu	AOU18RLXFW	KSN 008033
#3	Segerstrom Lift Station	2903 S Bristol St, Santa Ana CA 92704	Hoffman	G520816G050	18023251-31-A
#4	Walnut Station (Electrical Room)	723 W Walnut St, Santa Ana CA 92701	Mitsubishi	PUZ-A36NKA7	81U07568B
#5	Walnut Station (Server Room)	723 W Walnut St, Santa Ana CA 92701	Mitsubishi	PUZ-A24NHA7	81U10210B
#6	Walnut Station (Shop)	723 W Walnut St, Santa Ana CA 92701	York	PHE4B6041	W1K8197261
#7	Well 35	1718 N Sydney St, Santa Ana CA 92706	Goodman Company, LP	GSX160241FD	1602044922
#8	Well 37	2007 W McFadden Ave, Santa Ana CA 92704	Goodman Company, LP	SSX160241BB	1206645640
#9	Well 40	1753 E Fruit St, Santa Ana CA 92701	Pfannenbergl Manf. LLC	DTS 3461	S19110826993
#10	Well 41	907 3/4 N Flower St, Santa Ana CA 92703	Goodman Company, LP	SSX160241BB	1303138611
#11	West Station	201 S Mountain View, Santa Ana CA 92704	Carrier Corporation	50TCQD08A2A6A0A0A0	1610G10616

**Contractor Responsibilities:**

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**I. HVAC PREVENTATIVE MAINTENANCE SERVICES**

The Contractor shall perform preventive maintenance on bi-annual basis in accordance with equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. The Contractor will also provide recommendations for additional service(s) that will better enhance equipment performance.

At a minimum, Contractor shall perform the following preventative maintenance tasks and perform a resistive load bank test. These tasks are designed to maintain the equipment in an optimum operating condition so that the equipment will operate reliably and efficiently.

**A. AIR CONDITIONING UNITS MAINTENANCE**

1. Check all electrical wiring and connection as required; tighten as required.
2. Check and replace filters as required.
3. Check starter contactor surfaces for wear.
4. Check compressor amps and record.
5. Check sight glass for moisture level.
6. Check operation of crankcase heater.
7. Check and lubricate condenser fan motor and fan bearings.
8. Check condition of condenser coil and clean.
9. Check belts for wear and replace per manufacturer's recommendations.
10. Check and adjust compressor capacity controls.
11. Lubricate indoor fan motor and bearings.
12. Check humidifier for proper operation and observe for humidity levels.
13. Inspect for dust, mold, and debris and clean.
14. Check refrigerant charge and for leaks.
15. Check and inspect cabinets for leaks and check cabinet door for secure closure.
16. Replace batteries bi-annually.
17. Test thermostats and controls for proper operation; temperatures and timer functions.

**B. AIR DUCT MAINTENANCE**

1. Inspect unit assembly.
2. Visually inspect air duct system.

**C. EXHAUST FAN MAINTENANCE**

1. Check all electrical wiring and connections.
2. Check all motor starter contactor surfaces for wear.
3. Clean starter and electrical control enclosure.
4. Lubricate bearings.
5. Check belts for wear and replace per manufacturer's recommendations.
6. Check belt tension and sheave alignment and adjust as required.
7. Inspect exhaust fan unit assembly.
8. Check all mounting hardware and tighten as required.

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

All service shall be in accordance with a program of standards as recommended by equipment manufacturers' recommendations. The Contractor shall immediately notify City personnel of conditions that do not conform to applicable codes and/or pose a safety hazard.

Within five (5) business days of completing maintenance services on the City's HVAC units, the Contractor shall provide a service report to the City of Santa Ana. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement.

## **II. ON CALL DIAGNOSTIC AND REPAIR SERVICES**

The Contractor shall provide HVAC unit diagnostic and repair services for all listed City units and other locations on an as needed basis. The Contractor shall charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours. Any repair service above and beyond preventative maintenance will require an estimate being submitted to the City. The City's prior approval is required before any work is performed by the Contractor.

All replacement parts shall be new. All parts should be of original equipment manufacturer (OEM); substitutions will be permitted only with prior authorization from the City. All work done on HVAC systems will carry a one-year warranty on parts.

After all diagnostic and repair services, a report is to be completed by the Contractor's technician and the report is to be provided to City personnel upon completion of the request.

## **III. EMERGENCY ON CALL REPAIR SERVICE**

In the event of an HVAC failure or malfunction, the Contractor shall provide emergency on-call repair services within four (4) hours of receiving the call.

The Contractor's service technician is required to be on site and commence work within four (4) hours of initial contact if deemed by the City to be an emergency. The response time may be waived by the City if service can wait to be performed during Contractor's normal business hours.

## **IV. VALUE ADDED RELATED SERVICES**

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

## **V. PROJECT MANAGEMENT & COORDINATION**

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated project manager. The Contractor shall not proceed with any work without the approval of the City's designated project manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, results and progress on long-term tasks if any.

**VI. SCHEDULING**

Contractor shall coordinate all scheduled services at least five (5) business days in advance with:

Juan Ramirez  
Water Resources Production Supervisor  
(714) 356-7244  
[jramirez@santa-ana.org](mailto:jramirez@santa-ana.org)

Any activity carried out by the Contractor that requires either taking an HVAC unit offline for testing or repairs, requires prior approval from the City of Santa Ana.

**VII. MINIMUM QUALIFICATIONS**

The Contractor shall meet the following minimum qualifications:

1. All work is to be performed in compliance with all applicable codes, standards, due care, and MIOSHA/OSHA safety requirements.
2. Contractor shall hold current C10 Electrical Contractor's License and C20 HVAC Contractor's License.
3. Contractor shall provide HVAC employees that possess a State of California Joint Journeyman Apprentice Training Center Certification; Automation Specialists that are continually factory trained on Automation System.
4. Provide Technical support from the manufacturer upon request from the City.
5. Contractor shall provide emergency access 24 hours a day, 7 days a week.

**VIII. FEE SCHEDULE:**

Contractor shall submit a fee schedule as described in Section IV.B.3 of RFP. Furthermore, Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The Contractor will be expected to hold firm pricing on all contract items supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

# **EXHIBIT B**



# RFP No. 21-033: On-Call HVAC Maintenance & Repair Services

**Presented to:**

Armando Fernandez, P.E.  
Project Manager  
City of Santa Ana

**Presented by:**

Sarah Ray  
Sales Executive  
ABM Building Solutions, LLC

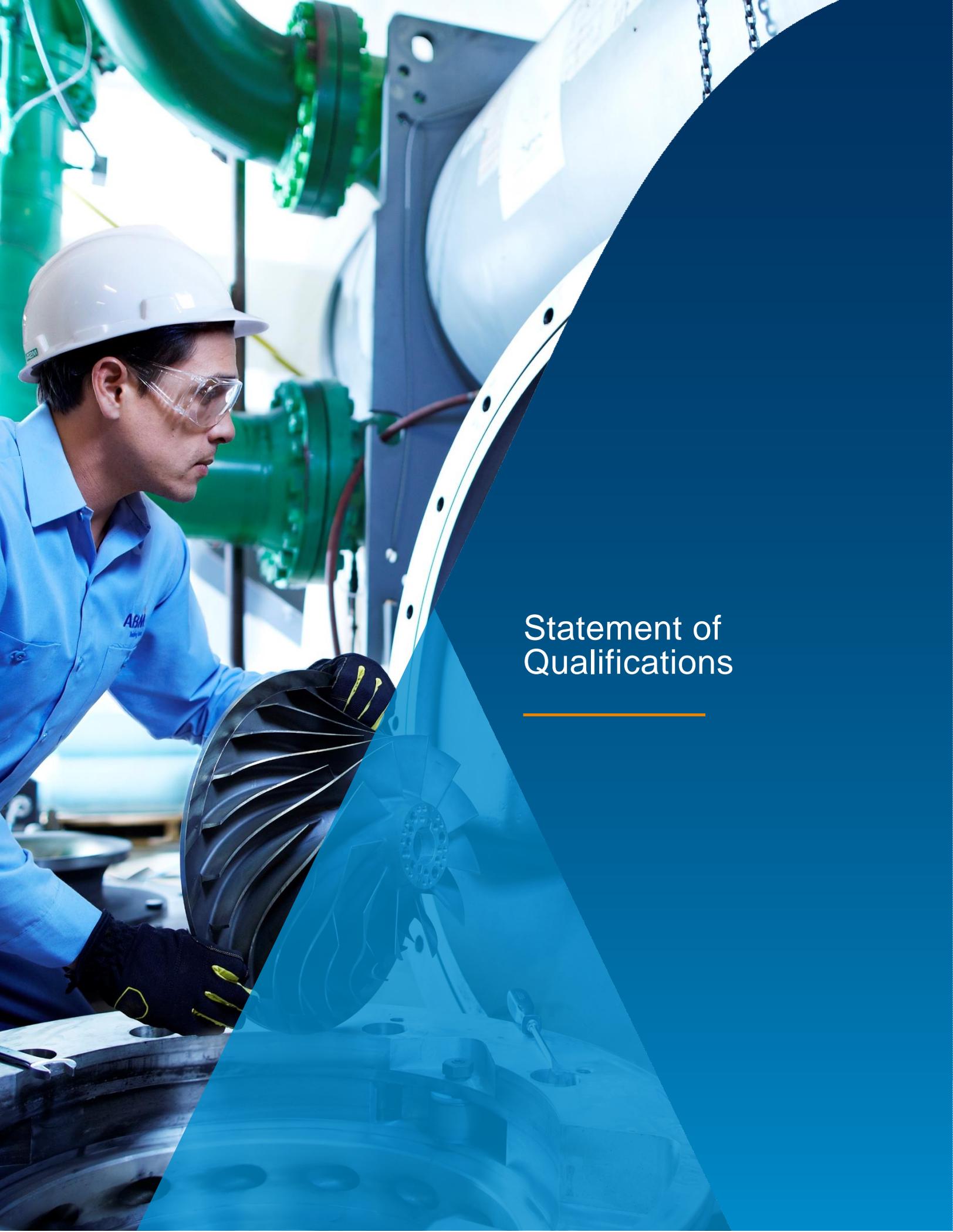
APR  
**28**  
2021



# Table of Contents



1. Statement of Qualifications .....	3
a. Cover Letter .....	4
b. Agreement Statement .....	5
c. Firm and Team Experience .....	6
d. Understanding Scope of Services .....	10
e. Relevant Project Experience .....	11
f. References .....	12
2. Scope of Services .....	16
Scope of Work to be Performed on Equipment List.....	17
3. Fee Proposal.....	19
Fee Proposal .....	20
4. Certifications .....	21
Non-Collusion Affidavit.....	22
Non-Lobbying Certification.....	23
Non-Discrimination Certification .....	24



## Statement of Qualifications

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## a. Cover Letter

April 28, 2021

Armando Fernandez, P.E.,

ABM Building Solutions, LLC (ABM) is pleased to provide this proposal to the City of Santa Ana for On-Call HVAC Maintenance and Repair Services. ABM provides the convenience of a single point of contact for all locations in the City's portfolio delivered through the ABM network of highly skilled local HVAC Service Providers. ABM "White Glove" Account Management provides the City of Santa Ana and Local Facility Managers with:

- **Product Neutrality** – ABM does not manufacture or represent products, so every solution is based on the individual need and the best technical solution available from the industry.
- **Procurement Leverage** – As one of the world's largest mechanical and facility services providers we have negotiated national purchasing agreements with all major manufactures of energy related equipment. These agreements assure as many dollars as possible reach the improvement needs.
- **Ongoing Support** – ABM is a service contractor. This is why we are uniquely qualified in the existing buildings market to provide not only energy retrofits but also comprehensive service agreements to maximize equipment life expectancy and energy efficiency.
- **Consistent Service Delivery** – Providing quality preventive maintenance is a reoccurring cost savings model that ABM clients have thrived on because it is sustainable over time. ABM is part of the Linc Service network, and our clients benefit from a perfected operating system that has been tested and proven for over 40 years.

As we have with every past client, ABM will meet and exceed your expectations with our dedicated personnel, innovative processes and technology, and commitment to client satisfaction. Our entire organization stands behind this response and all of the commitments made to the City of Santa Ana.

If there is any additional information I might provide, please don't hesitate to call or write. All of us at ABM are ready to put our solutions to work for you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Vishal Gupta'.

Vishal Gupta, PE  
General Manager

Sarah Ray  
Sales Executive



## b. Agreement Statement

### Exceptions

ABM views contract documents as the cornerstone of our relationship with each client. To achieve the mutual goal of service satisfaction, ABM believes it is in our client's and ABM's interest for the contract documents to accurately reflect both parties' understanding of the requirements and intentions.

If ABM is the successful bidder, ABM would like to discuss a few of the provisions of the contract. The specific concerns are addressed with proposed language in the attached redline version of the sample contract included with the RFP and the RFP General and Specific Terms and Conditions. Should ABM be the successful bidder, we look forward to discussing the following concerns in further detail:

1. termination for convenience rights included in any future contract between the parties be mutual; and
2. narrowing ABM's indemnification obligations to only claims caused by the negligence, misconduct or other fault of ABM, its agents and employees, and which arise out of work performed under this Contract.

## c. Firm and Team Experience

### Company Overview

ABM Industries (NYSE: ABM) provides comprehensive, custom facility solutions in urban, suburban, and rural areas to properties of all sizes through stand-alone or integrated solutions. With revenues of \$6.5 billion, we have become a leading provider of facility solutions since being founded in San Francisco, CA in 1909. Now headquartered in New York City, ABM operates through our subsidiaries, confident in the expertise of over 140,000 team members in 350+ offices across the United States and various international locations.



#### Mission Critical

We service and maintain **35+ million** sq. ft. of datacenter space.



#### Facilities Engineering

Our **3,800+** certified engineers keep buildings running.



#### Electrical

We ensure your power systems run reliably, optimally, sustainably and at **NFPA 70** standards.



#### HVAC & Mechanical

We service and maintain **70,000+** heating and cooling systems.



#### Energy

We've reduced our client's average energy use by **23%**.



#### Janitorial

Each day, we clean **4+ billion** sq. ft. of buildings.



#### Parking & Transportation

We collect **\$2+ billion** in parking revenue for our clients.



#### Landscape & Turf

We maintain **55,000+** acres of landscaping & golf courses.

## Project Team Résumés

<b>Eduardo Palomino, Service Foreman</b>	
<b>Experience</b>	<b>Responsibilities</b>
<ul style="list-style-type: none"> <li>• 20 years HVAC experience</li> <li>• ACM Certified</li> <li>• Local 250</li> </ul>	<p>Responsible for assisting and training field service personnel. Maintaining safety records and following safety guidelines. Verifying proper PPE is worn and LOTO procedures are followed. Labor and material management for existing PM contracts. Assist sales team with job walks and PM contract pricing.</p>
<b>Michael Selevich, Journeyman</b>	
<b>Experience</b>	<b>Responsibilities</b>
<ul style="list-style-type: none"> <li>• 30 years refrigeration, ice machine &amp; commercial A/C service</li> <li>• Local 250</li> </ul>	<p>Responsible for service, repair and retrofit of mechanical systems.</p>
<b>Roger Mendoza, Technician / Apprentice 1</b>	
<b>Experience</b>	<b>Responsibilities</b>
<ul style="list-style-type: none"> <li>• 10+ years HVAC experience</li> <li>• Graduated HVAC program 2011, Long Beach Wyotech</li> <li>• Training with CA Gas Company &amp; IHACI</li> <li>• Various HVAC certifications</li> <li>• Local 250</li> </ul>	<p>Assess and troubleshoot HVAC systems for optimal efficiency. Perform PMs at highest level possible. Change out motors, pumps bearings and pulleys. Troubleshoot pneumatic systems and repair.</p>
<b>Oswaldo Moctezuma, Service Technician</b>	
<b>Experience</b>	<b>Responsibilities</b>
<ul style="list-style-type: none"> <li>• 1 year / 1<sup>st</sup> year apprentice</li> <li>• Local 250</li> </ul>	<p>Responsible for parts delivery, warehouse management, assist with preventive maintenance, and assist with HVAC repair as needed.</p>

## Key Personnel

### General Manager

Vishal Gupta, PE, LEED Green Associate  
657.269.7471  
vishal.gupta@abm.com

### Project Manager

Jay Barthel  
908-693-0885  
jay.barthel@abm.com

### Operations Manager

Sandra Sablan  
714-227-5629  
sandra.sablan@abm.com

### Service Foreman

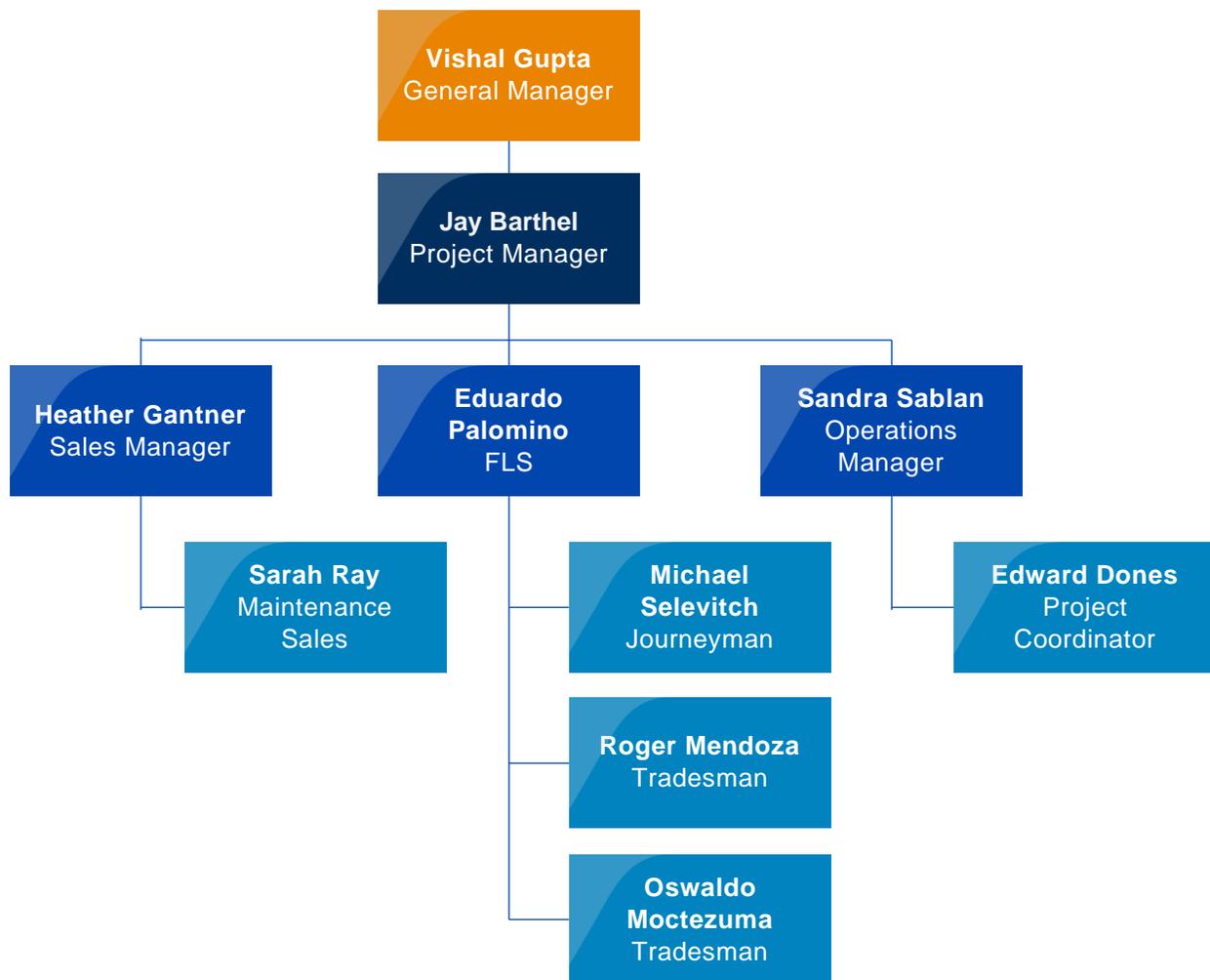
Eduardo Palomino  
949-836-1963  
eduardo.palomino@abm.com



## Local Support

### Primary Contact

Sarah Ray, Sales Executive  
 14201 Franklin Avenue, Tustin, CA 92780  
 949.316.1362 (Office)  
 949.300.5714 (Cell)  
 sarah.ray@abm.com



## d. Understanding Scope of Services

ABM Technical Solutions, a division of ABM Industries Inc., provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC & Mechanical, Electrical & Lighting, Electrical Power & Mission Critical, and Bundled Energy Solutions.

The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner’s long-term (lifecycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate your facility.

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.



### Existing Conditions

- Assessment of Equipment

### Recommended Actions

- Provide Quote for Any Repairs
- Operational Maintenance
- Annual Maintenance

### Technical Solutions Capabilities

- **40+** years of experience
- **500,000+** heating and cooling systems maintained
- **20,000+** building systems serviced
- **24/7** emergency support service
- **50%** of Fortune 500 companies rely on ABM
- National and local presence

## e. Relevant Project Experience



### Staar Surgical

- Project Description: Package unit replacement project
- Year Completed: 2019
- Client Contact: Julius Davis
- Phone: 626.303.7902



### Raytheon Technologies

- Project Description: Refurbished 8 air handlers
- Year Completed: 2019
- Client Contact: Kelly Bennett
- Phone: 310.647.2336



### Jamison Services

- Project Description: Two (2) 100-ton air-cooled chillers
- Year Completed: 2021
- Client Contact: Veronica Guerrero
- Phone: 562.429.4672



**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**APPENDIX**

**ATTACHMENT 3: PROPOSER'S REFERENCES**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference**

Customer Name: Staar Surgical Contact Individual: Julius Davis

Address: 1911 Walker Avenue Phone Number: 626.303.7902, x2352

Manrovia, CA 91016 Facsimile Number: N/A

Contract Amount: \$ 42,000 Year: 2019

Description of supplies, equipment, or services provided:

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HVAC preventive maintenance, repairs, emergencies

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**Reference**

Customer Name: OmniTrans Contact Individual: Mark Montgomery

Address: 1700 W Fifth Street Phone Number: 909.379.7100

San Bernardino, CA 92411 Facsimile Number: N/A

Contract Amount: \$ 680,527 Year: 2021

Description of supplies, equipment, or services provided:

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HVAC preventive maintenance, repairs, emergencies

---

**Reference**

Customer Name: Claremont Unified School District Contact Individual: Lisa Shoemaker

Address: 170 W San Jose Avenue Phone Number: 909.398.0609, x70401

Claremont, CA 91711 Facsimile Number: N/A

Contract Amount: \$ 3,861,491 Year: 2017

Description of supplies, equipment, or services provided:

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District-wide energy efficiency upgrades

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1911 Walker Ave.  
Monrovia, CA 91016  
626.303.7902

November 13, 2020

To Whom It May Concern,

It is my pleasure to recommend ABM Building Solutions as our HVAC maintenance provider. ABM has truly been committed to our HVAC needs. The technicians are very well trained and always communicate if there is an issue. The office staff is friendly and responds to requests in a timely manner. I would highly recommend using ABM Building Solutions.

If you have any questions, please feel to reach out to me.

Respectfully,

A handwritten signature in blue ink that reads "Julius Davis".

Julius Davis  
Senior Facilities and Maintenance Manger  
Office: (626) 303-7902 ext. 2352  
Cell: (626) 825-0283  
Email: Jdavis@staar.com  
| [Staar.com](http://Staar.com) | [EVO Viva](http://EVO Viva) | [DiscoverEVO.com](http://DiscoverEVO.com) |



1700 W. Fifth St.  
San Bernardino, CA 92411  
909-379-7100  
[www.omnitrans.org](http://www.omnitrans.org)

November 13, 2020

To Whom it May Concern:

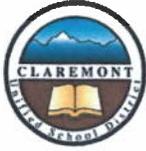
This letter is to attest to ABM Building Solutions level of service, technical expertise and professionalism to Omnitrans over the past four years.

ABM Building Solutions level of service has been highly commendable. They have provided very timely response in meeting our facilities HVAC preventive maintenance needs, repairs and emergencies. Moreover, the service technicians are quite competent, well trained and have demonstrated that they may be counted on to accurately assess, troubleshoot, and repair a myriad of HVAC-related issues throughout our facilities. ABM Building Solutions service technicians have become very familiar with our infrastructure and, hence, have become "experts" on our systems. ABM Building Solutions employees interact well with our staff displaying a first-class commitment to professionalism and customer service. Lastly, from the many expert service technicians to the company's account manager, the level of professionalism has been above reproach. We have consistently received high quality workmanship from this company and can without reservation highly recommend them to provide HVAC services to any municipal, federal, or state facility.

Sincerely,

Mark Montgomery  
Facility Manager  
Omnitrans

# Claremont Unified School District



*Inspiring Students of Today, Leaders of Tomorrow!*

170 West San Jose Avenue, Claremont, CA 91711-5285  
(909) 398-0609 ext. 70401 FAX (909) 621-0180  
<http://www.cusd.claremont.edu>

District Superintendent  
James Elsasser, Ed.D.

Board of Education  
Hilary LaConte, President  
Beth Bingham, D.Min., Vice President  
Nancy Treser Osgood, Clerk  
Steven Llanusa, Member  
David S. Nemer, Member

Lisa Shoemaker, Assistant Superintendent,  
Business Services

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March 1, 2019

To Whom It May Concern:

Over the last few years, I have had the pleasure of working with ABM Building Solutions' local Southern California team on a district-wide energy efficiency upgrade project for the Claremont Unified School District. When the District began pursuing an energy efficiency project it had many "balls in the air" so to speak. We had a small amount of Proposition 39 funds available to us, had recently passed a General Obligation Bond, and were struggling with more costs associated with aging facilities than funds available, even after considering all funding sources. The ABM team took great care in listening to me and our facilities team, and worked with us to develop a project that would address both typical priorities and unique requirements, and maximize the utilization of our available funding sources.

Initially, the project was a way to replace inefficient lighting in all of our schools. However, after several discussions, the ABM team further investigated our facilities and determined that in addition to replacing lighting, we could replace a significant number of air conditioning units at both Claremont High School and El Roble Intermediate School. ABM handled all of the Prop 39 grant application process on our behalf, and applied for the Southern California Edison rebates as well, significantly reducing the administrative burden which so often accompanies these types of projects. ABM also took care of all of the permitting requirements for the Division of State Architect.

Once ABM was able to determine expected utility savings resulting from upgrades, we found that we could add a new air-conditioning system at the Claremont High School gymnasium utilizing savings over time as well. This particular project was very appealing to the District as we have been unable to hold large events in the gym during warm months as it has never been air conditioned.

The ABM team kept the District informed of project status throughout the entire process, understood the constantly changing nature of public school campuses, and made every effort to minimize impacts to our sites whenever possible. We were able to rely on designated individuals to respond to inquiries as needed, and the project went smoothly overall. I highly recommend working with ABM, and believe that they can maximize the benefits of any project you wish to undertake.

Please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Shoemaker".

Lisa Shoemaker  
Assistant Superintendent, Business Services  
Claremont Unified School District



## Scope of Services

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## Scope of Work to be Performed on Equipment List

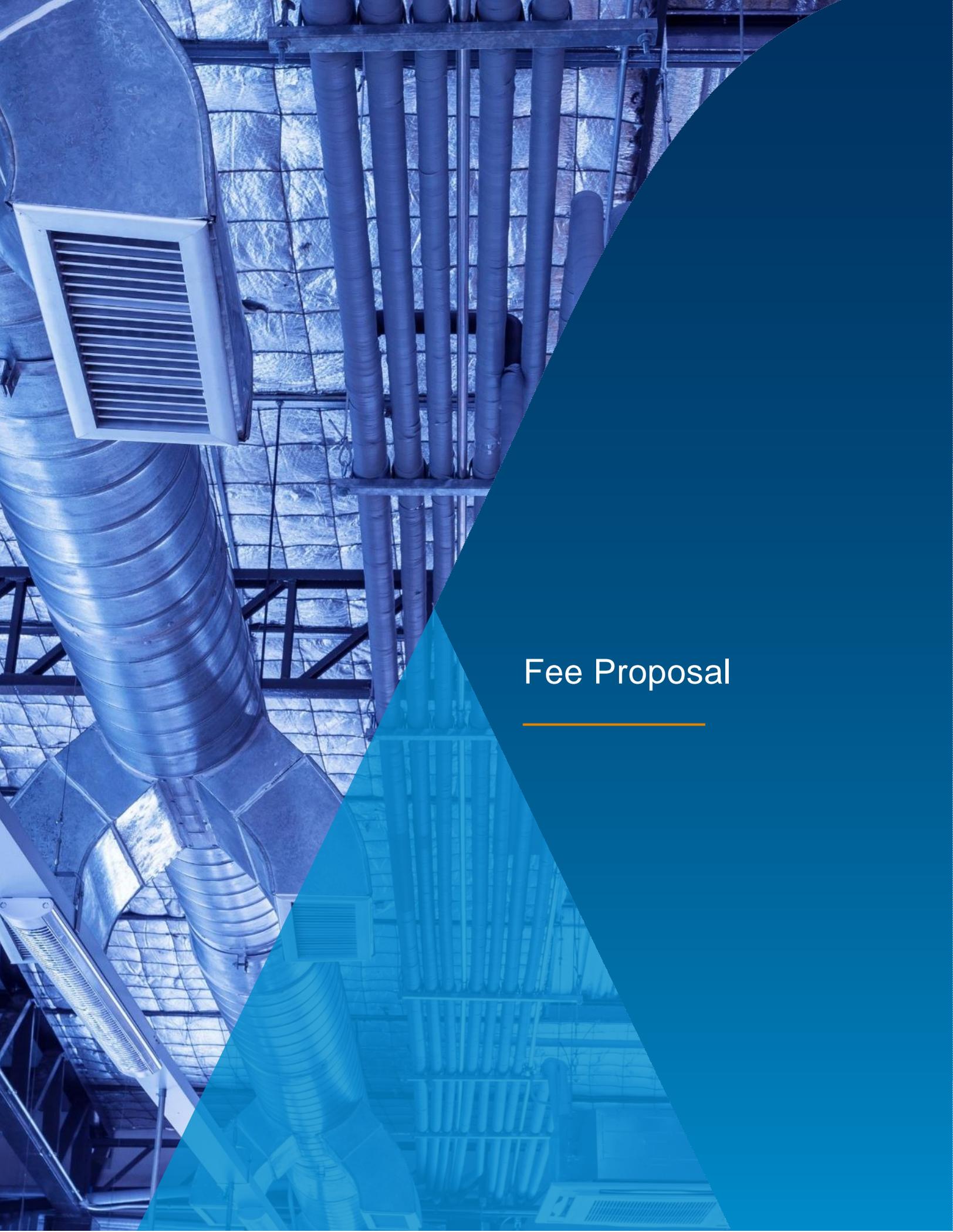
Provided on RFP, Table A: City of Santa Ana Air Conditioning Units

### 1. Operational Maintenance

- a. Open the local disconnect.
- b. Perform a visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
- c. Check de-energized nuts, bolts, screws, and connectors for tightness and heat discoloration. Re-torque these connections per the manufacturer's specifications.
- d. Check the humidifier pan, (if applicable) clean, as necessary.
- e. Check the humidifier drain, (if applicable) clean, as necessary.
- f. Check the infrared lamps (if applicable), replace as required.
- g. Check the air filters for cleanliness, replace if necessary.
- h. Wipe down the filter housing, as necessary.
- i. Check the bearing temperature on supply fans, return fans and condenser fans using a hand-held infrared thermometer. Bearing temperature should not exceed 180 degrees
- j. Check the bearings temperature on fan motors using a hand-held infrared thermometer. Bearing temperature should not exceed ~180°F.
- k. Wipe down the motor and the entire unit, as necessary.
- l. Inspect wiring and refrigerant lines for signs of chafing.
- m. Check the refrigerant level if signs of low suction or high head pressure.
- n. Check the oil level.
- o. Check the condensate drain, clean, as necessary.
- p. Check and clean the condensate pan.
- q. Check the sheaves and pulleys for alignment and wear (if applicable).
- r. Check the fan belts and pulleys; adjust the tension in accordance with manufacturer's recommendations.
- s. Exercise the butterfly valves if applicable.
- t. Close the local disconnect and verify that the unit returns to normal operation.
- u. Cycle the condensate pump to check for proper operation. Pour a cup of water into the pump and verify that the pump starts and removes the water.
- v. Measure voltage and amp draw for each fan and compressor during operation.
- w. Inspect and test safeties unit is equipped with.
- x. Verify unit operation and functions are normal.

## 2. Annual Maintenance

- a. Replace air filters, annually or as required by site conditions
- b. Replace belts (if applicable) annually or as required by site conditions.
- c. Inspect the heat rejection coil surface area. Clean the heat rejection coils.
- d. Inspect the condenser coil surface area. Clean the condenser coils. Inspect coils for cleanliness, clean as needed using appropriate measures for region



# Fee Proposal

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## Fee Proposal

Per RFP requirements, fee proposal has been submitted separately in the PlanetBids system.

Please refer to the **Line Items** section in the PlanetBids Portal.

CITY OF SANTA ANA  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

8.	Well 37	EA	1	\$ _____
9.	Well 40	EA	1	\$ _____
10.	Well 41	EA	1	\$ _____
11.	West Station	EA	1	\$ _____

CITY OF SANTA ANA  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**APPENDIX  
ATTACHMENT 2: FEE PROPOSAL**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the **ATTACHMENT 1: SCOPE OF WORK**. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.**

**Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.**

**FEE SCHEDULE**  
The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

Note: **This contract is subject to prevailing wages.**

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: \_\_\_\_\_

Item #	Bid Item	Unit	Quantity	Amount
<b>Preventative Maintenance Services</b>				
1.	Control Room	EA	1	\$ _____
2.	East Station	EA	1	\$ _____
3.	Seegerstrom Lift Station	EA	1	\$ _____
4.	Walnut Station (Electrical Room)	EA	1	\$ _____
5.	Walnut Station (Server Room)	EA	1	\$ _____
6.	Walnut Station (Shop)	EA	1	\$ _____
7.	Well 35	EA	1	\$ _____

\_\_\_\_\_ rates along  
\_\_\_\_\_ as for all labor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Certifications

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CITY OF SANTA ANA  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

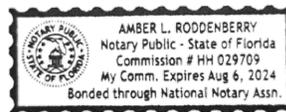
Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed 

State of ~~California~~ Florida  
County of Santa Rosa

Subscribed and sworn to (or affirmed) before me on this 26th day of April, 2021, by Vishal Gupta, General Manager, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

  
Notary Public Signature



Notary Public Seal

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**NON-LOBBYING CERTIFICATION**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed:   
Title: General Manager  
Firm: ABM Building Solutions, LLC  
Date: 4/26/2021

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

**NON-DISCRIMINATION CERTIFICATION**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

**CITY OF SANTA ANA**  
RFP NO.: 21-033  
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
  
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

Title: General Manager

Firm: ABM Building Solutions, LLC

Date: 4/26/2021

# **EXHIBIT C**

## Bid Results

### Bidder Details

**Vendor Name** ABM Building Solutions  
**Address** 14201 Franklin Ave  
Tustin, California 92780  
United States  
**Respondee** Vishal Gupta, PE  
**Respondee Title** General Manager  
**Phone** 657-269-7471  
**Email** vishal.gupta@abm.com  
**Vendor Type** CADIR  
**License #** 976012

### Bid Detail

**Bid Format** Electronic  
**Submitted** 04/28/2021 1:03 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 252052

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Technical Proposal.pdf	Technical Proposal.pdf	General Attachment
References.pdf	References.pdf	References

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Preventative Maintenance Services							\$3,224.81		
1			Control Room	EA	1	\$235.75	\$235.75	Yes	
2			East Station	EA	1	\$137.29	\$137.29	Yes	
3			Segerstrom Lift Station	EA	1	\$137.29	\$137.29	Yes	
4			Walnut Station (Electrical Room)	EA	1	\$268.19	\$268.19	Yes	
5			Walnut Station (Server Room)	EA	1	\$268.19	\$268.19	Yes	
6			Walnut Station (Shop)	EA	1	\$268.19	\$268.19	Yes	
7			Well 35	EA	1	\$368.44	\$368.44	Yes	
8			Well 37	EA	1	\$371.52	\$371.52	Yes	
9			Well 40	EA	1	\$333.06	\$333.06	Yes	
10			Well 41	EA	1	\$371.52	\$371.52	Yes	
11			West Station	EA	1	\$465.37	\$465.37	Yes	

## Line Item Subtotals

Section Title	Line Total
Preventative Maintenance Services	\$3,224.81
<b>Grand Total</b>	<b>\$3,224.81</b>