

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 ACCO Engineered Systems, Inc. (“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 B. 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: ACCO Engineered Systems, Inc.
888 E. Walnut Street
Pasadena, CA 91101
Attn: Patrick Rochon, Regional 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:

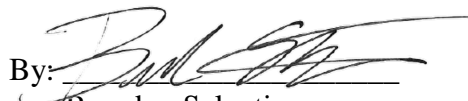
CITY OF SANTA ANA


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: Patrick Rochon
Title: Vice President

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.**

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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	Pfannenberger 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:

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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.

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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

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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

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

April 28th, 2021

Armando Fernandez
Project Manager
20 Civic Center Plaza
Santa Ana, CA 92701

Re: RFP for On-call HVAC Maintenance and Repair Services RFP No21-033

Dear Armando:

Thank you for considering ACCO Engineered Systems for the opportunity to help maintain the Santa Ana Police Department and various sites throughout the City of Santa Ana.

As the largest private mechanical contractor in the United States, ACCO is the most uniquely qualified and capable mechanical contractor with a depth of resources unparalleled in the industry. We have an extensive project history with many Cities and Local Jurisdictions.

ACCO's project delivery team is ready and able to manage this Service, Maintenance and Repair contract with the City of Santa Ana. We currently maintain hundreds of buildings, facilities, districts, and campuses throughout the West Coast. Our team of technicians is more than qualified to work on any of the equipment listed in the RFP. Some of the local cities that we maintain include the City of Irvine, the City of Los Angeles, the City of Glendale, the City of Santa Monica, and many others.

ACCO Engineered Systems received a copy of the RFP for the On-call HVAC Maintenance and Repair Services used by the City of Santa Ana, including the indemnity provisions and professional and general liability insurance provisions contained therein. If given the opportunity to contract with the City, ACCO Engineered Systems has no substantive objections to the use of this Agreement.

I, Patrick Rochon, certify that no Board member, official or employee of the City of Santa Ana, nor any business entity in which an official of the City has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the City of Santa Ana.

I, Patrick Rochon, Regional Manager, ACCO Engineered Systems, certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit ACCO Engineered Systems to the proposal submitted.

Thank you again for the opportunity to submit our qualifications. We look forward to discussing this project further.

Sincerely,



Patrick Rochon
Regional Manager

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History of ACCO Engineered Systems

ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale at its present address. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, followed by John Aversano in 1990, and Peter Narbonne in 2014. ACCO has a corporate Board of Directors made up of inside officers and outside directors with four scheduled meetings per year, presided over by the Chairman of the Board.

Over the years ACCO has grown to become a leader in the design, installation, and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping, and DDC control systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the many aspects of its business. A national trade publication recently ranked ACCO among the 5 largest heating, ventilating, and air conditioning contractors in the nation. ACCO's offices and manufacturing facilities occupy over 20 acres.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers, and high rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Idaho, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C., and Mexico.

ACCO's general offices are located in Glendale, CA, with other principal offices in San Leandro, Sacramento, Orange County, Azusa, San Diego, Bakersfield, Fresno, Petaluma, Redding, Vacaville, CA, Boise, ID, Las Vegas, NV, and Seattle, WA.



Project Management

Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance as well as the warranty period.

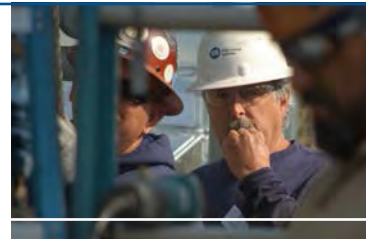
Your Project Manager's responsibility is to get your job done ... on time and on budget. ACCO pioneered this single source of responsibility to ensure that we adhere strictly to all of the project requirements, quality demands and time schedules.

Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status, and time and cost accounting.

Diverse Experience & A Flexible Approach

ACCO has successfully completed projects of every variety- from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design the system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance, and schedule.



Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements to over 7,600 accounts throughout the Western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have over 300 truck-based mobile field mechanics who can respond on site in less than 1 hour for most emergencies. They are available 24 hours a day, 7 days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's engineering team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

Preventive Maintenance

Protect your mechanical system investment.

Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations.

Equipment Modernization

Replace, upgrade, modernize, and retrofit your system due to age, obsolescence, or energy efficiency.

"Just-In-Time" Service Delivery

Guaranteed two-hour emergency response time for our contract customers.

Qualified Technicians

The best and most highly trained in the industry.

Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers.

Water Treatment

Our qualified technicians can prevent tube fouling; maintaining system capacity and efficiency.

Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue, and increased vacancies.

Direct Digital Controls

Designed and installed by ACCO, provide operational efficiency in your processes and building.

Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications.

Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before it happens.



Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed, and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification, and documentation ensuring the systems function as designed.

Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates where available.

Energy Services

ACCO is leading the way to a greener tomorrow with our Energy Services Group. Energy Service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades that previously were not in the budget.

ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers, and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO's Energy Services Division supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy focused projects. During construction, ACCO's Energy Services Division provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

Services

- Central Plants & Retrofits
- Renewable Energy
- Energy Efficiency & Re-Commissioning
- Automation and Lighting



Les Lewis - SENIOR PROJECT MANAGER

Experience | Education

1999-Present	ACCO Engineered Systems, Inc., Costa Mesa, CA <i>Senior Project Manager - Special Projects</i>
1994-1998	Control Air Conditioning Company, Orange, CA <i>Sales Manager - Service Department</i>
1988-1994	ACCO Engineered Systems, Inc., Glendale, CA <i>Project Engineer</i>
1987-1988	Burke Engineering, Las Vegas, NV <i>Field Sales and Marketing</i>
1985-1987	Lawyer Trane, Las Vegas, NV <i>Sales and Project Management</i>
1976-1985	Southwest Air Conditioning, Las Vegas, NV <i>Service Technician and Sales</i>
1975	Ed W. Clark High School

Executive Summary

Mr. Lewis has over 35 years of project experiences of which includes small tenant improvements to large mechanical retrofits. He has successfully completed work as a "Prime Contractor" when mechanical work is the main focus to include complete building renovations or replacements. Additional experience involving a design build approach of many retrofit projects to include Mechanical, Electrical and DDC systems from the inception, budgeting, execution and on through to the completion of the project.

Professional Activities & Certifications

Certified Energy Manager

Project Experience

CCSD Food Storage - Ammonia Pipe Replacement, Las Vegas, NV
 ORR Middle School - Rooftop Replacements, Las Vegas, NV
 Las Vega High School - Center Plant, HVAC modifications, Las Vegas, NV
 Silverado High School - Center Plant, HVAC modifications, Las Vegas, NV
 Laughlin High School - HVAC Replacement, Laughlin, NV
 Silverado High School-Central Plant- HVAC Replacement, Las Vegas, NV
 Golden Nugget - Las Vegas, Central Plant Replacement, Las Vegas, NV

Les Lewis - SENIOR PROJECT MANAGER

Encino Gateway - Chiller Plant Retrofit, Encino, CA
Orange County Register - Chiller Retrofit, Santa Ana, CA
County of Orange - Hall of Records, Santa Ana, CA
County of Orange - Administration Building, Santa Ana, CA
Cypress College - AHU Retrofits, Cypress, CA
Fullerton College - Telecom Systems, Fullerton, CA
Irvine Company - Irvine Campuses, Irvine, CA
Bank of America - Critical Facilities, Pasadena, CA
San Onofre Power Plant, San Clemente, CA
Q-Logic, Aliso Viejo, CA
Tireco - AHU & DDC Controls, Gardena, CA
UNISYS - Renovation, Irvine, CA
Sybron - Renovation, Anaheim, CA
McMaster Carr - Renovation, Santa Fe Springs, CA
Golds Gym - Renovation, Los Angeles, CA
2020 Santa Monica - Renovation, Santa Monica, CA
Hilton LAX - Cooling Towers, Los Angeles, CA
Team Disney Buildings H5, H6, & H7, Burbank, CA
West Cooling Tower Replacement, Anaheim, CA
Disneyland Hotel - Conference Room AHU's, Anaheim, CA
Paradise Pier Hotel - AHU's, Anaheim, CA
Tesoro Chiller Replacement, Wilmington, CA
Irvine Company - Several Central Plant Retrofit Projects, Irvine, CA
SCE IOC Irvine-Central Plant Replacement, Irvine, CA
Kavo Kerr - HVAC, Industrial Process Systems, Pomona, CA
World Trade Center - Central Plant Replacement, Los Angeles, CA
Los Angeles Health Services - Central plant replacement, Los Angeles, CA
St Jude Medical Center - HVAC Renovation, Sylmar, CA

Douglas Stevenson III, P.E. - SERVICE SALES ENGINEER

Experience | Education

2018-Present	ACCO Engineered Systems, Costa Mesa, CA <i>Service Sales Engineer</i>
2016-2018	ACCO Engineered Systems, Costa Mesa, CA <i>Design Engineer</i>
2012-2016	California State University Fullerton, Fullerton, CA <i>BS Engineering</i>

Executive Summary

Mr. Stevenson started in Engineering at ACCO Engineered Systems and helped designed projects ranging from small package unit change outs to a full central plant design and installation. After 2 years in Engineering, he moved into the Service Division to focus on project experiences. His main focus includes retrofit projects with Mechanical, Electrical, and DDC upgrades.

Professional Activities & Certifications

Professional Engineer

Project Experience

NoHo West - Central Plant, Hollywood, CA
The Irvine Company - Package Unit Replacements, Irvine, CA
The Irvine Company - Chiller Replacements, Irvine, CA
CCSD - Ammonia Piping Replacement, Las Vegas, NV

Acco Area 7125 Orange County Group

Bill Gutierrez	31 years in the Industry 14 years 11 mo with ACCO Local 250 certified Journeyman UA Star Certified ALC training beginner and advanced operator program. Carrier Screw Liquid Chiller Training Trane RTAC Air Cooled Series R Chiller training class Trane Intellipak training class
Darren Martz	32 Years In Industry With Local 250 25 of those years in Refrigeration includes Ice Machine Repair 5 Years with ACCO EPA & Liebert Certified

Area 7800 Centrifugal Group Resumes

Jeff Perez	37 years in the Industry 29 years at ACCO Local 250 Certified General Foreman Chiller group Area Manager 15 year lifetime Journeyman Certification from Local 250 EPA Certified McQuay, York, Trane, Carrier, Bitzer, MCS, factory schooled
Jorge Sanchez	20 years in the Industry 11 years at ACCO Local 250 Certified General Foreman Local 250 Training Instructor Chiller group Area Supervisor UA Star Certified EPA Certified McQuay, York, Trane, Carrier, Bitzer, factory schooled



Implementation Plan

Scope of Work

ACCO will coordinate all work prior to arrival as stated in the RFP. In addition to the tasks listed in the RFP, ACCO will perform the following tasks.

AC Units

- Check evap coil temperature differential.
- Check for excessive noise and vibration.
- Lubricate motor and fan shaft bearings (as needed).
- Visual check for refrigerant leaks.
- Verify compressor operation.
- Visually inspect electrical connections.
- Inspect VFD for proper operation (if applicable).
- Check economizer setpoints and operation.
- Check operating temperature and pressure controls.
- Check fan(s) operation.
- Inspect gas furnace section for wear and proper operation (if applicable).
- Dispense condensate pan tab(s) as appropriate
- Check condensate P-Trap and purge (as needed).
- Check condition and cleanliness of condensate pan(s).
- Ensure all access panels are properly secured and all screws are re-installed.

Split Systems

- Check evap coil temperature differential.
- Check for excessive noise and vibration.
- Visually inspect electrical connections.
- Lubricate motor and fan shaft bearings (as needed).
- Visual check for refrigerant leaks.
- Verify compressor operation.
- Check economizer setpoints and operation (if applicable).
- Check operating temperature and pressure controls.
- Check fan(s) operation.
- Filters as defined in entitlements.
- Check condensate P-Trap and purge (as needed).
- Check condition and cleanliness of condensate pan(s).
- Dispense condensate pan tab(s) as appropriate
- Ensure all access panels are properly secured and all screws are re-installed.
- Check refrigerant sight glass (if applicable).
- Check condenser fans.
- Inspect reversing valve for operation (if applicable).
- Inspect condenser coils.
- Ensure all access panels are properly secured and all screws are re-installed.

Emergency Repairs:

ACCO has one of the most modern fleets in the industry. We have over 300 truck-based mobile field mechanics who can respond on site in less than 4 hours, 24 hours a day, 7 days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's engineering team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

Our field technicians work with ACCO's project management team and our customers to provide the fastest repairs possible in critical moments. We take every step possible to update our customers about timeline and costs so they are able to make informed decisions.

Repairs:

During our maintenance, our technicians work with our project management team to update the customer about recommended or required repairs at the facility. We provide detailed quotes and repair timelines so that our customers know what the repair will entail.

For repairs requested by the customer, a member from the project management team will meet the customer on site to review the issue and provide a quote with a detailed scope of work.

As stated above, with a team of over 300 truck based mobile field mechanics, we are able to perform most repairs as soon as parts become available. Our service team checks multiple locations to find the best pricing with the fastest delivery times to ensure equipment is up and running.

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
ACCO Engineered Systems
FROM: _____

<u>Item #</u>	<u>Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
Preventative Maintenance Services				
1.	Control Room	EA	1	\$ <u>348</u>
2.	East Station	EA	1	\$ <u>348</u>
3.	Segerstrom Lift Station	EA	1	\$ <u>348</u>
4.	Walnut Station (Electrical Room)	EA	1	\$ <u>348</u>
5.	Walnut Station (Server Room)	EA	1	\$ <u>348</u>
6.	Walnut Station (Shop)	EA	1	\$ <u>320</u>
7.	Well 35	EA	1	\$ <u>348</u>

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8.	Well 37	EA	1	\$ <u>348</u>
9.	Well 40	EA	1	\$ <u>348</u>
10.	Well 41	EA	1	\$ <u>348</u>
11.	West Station	EA	1	\$ <u>323</u>

Total \$ 3,775

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 and materials.

BIDDER INFORMATION:

Legal Company Name: ACCO Engineered Systems

Complete address: 888 E. Walnut St, Pasadena, CA 91101

Phone Number: (562) 217-1437

Email Address: Dstevenson@accoes.com

Authorized Signature: 

Name: Patrick Rochon

Title: Regional Manager

CITY OF SANTA ANA
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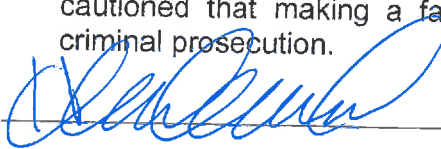
NON-COLLUSION AFFIDAVIT

(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



Helen Leonard
Assistant Secretary

State of California

County of _____

See BELOW

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Notary Public Signature

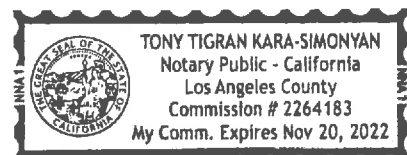
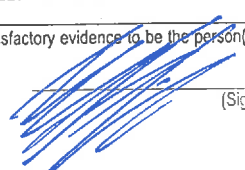
Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
Subscribed and sworn to (or affirmed) before me on this 28th day of APRIL,
2021 by HELEN LEONARD

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature of Notary)



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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: _____

Regional Manager

Firm: _____

ACCO Engineered Systems

Date: _____

4/28/2021

CITY OF SANTA ANA
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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: Regional Manager

Firm: ACCO Engineered Systems

Date: 4/28/2021

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: City of Irvine Contact Individual: Joel Miller
Address: 6427 Oak Canyon Phone Number: 949.337.7021
Irvine, CA 92618 Facsimile Number: _____
Contract Amount: Confidential Year: 2012 - Current

Description of supplies, equipment, or services provided: Quarterly PM services on RTUs, Split Systems

Heat pumps, Boilers, Etc. As well as plumbing and controls maintenance.

Reference

Customer Name: City of Los Angeles Contact Individual: Cesar Lopez
Address: 200 N Spring St Phone Number: 213.978.7606
Los Angeles, CA 90012 Facsimile Number: _____
Contract Amount: Confidential Year: 15 Years

Description of supplies, equipment, or services provided: Quarterly PM services on RTUs, Split Systems

Heat pumps, Boilers, Chillers, Etc. Repairs on all equipment as necessary.

Reference

Customer Name: City of Glendale Contact Individual: Kevin Todd
Address: 613 E Broadway Phone Number: 818.482.9439
Glendale, CA 91206 Facsimile Number: _____
Contract Amount: Confidential Year: 5 Years

Description of supplies, equipment, or services provided: Quarterly PM services on RTUs, Split Systems

Heat pumps, Boilers, Chillers, Etc. Repairs on all equipment as necessary.

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Reference

Customer Name: Santa Ana PD

Contact Individual: Paul Bui

Address: 60 Civic Center Plaza

Phone Number: 714-240-2534

Santa Ana, CA 92701

Facsimile Number: _____

Contract Amount: 59,000

Year: 10+ Years

Description of supplies, equipment, or services provided: Quarterly PM services on RTUs, Split Systems

Heat pumps, Boilers, Chillers, Etc. Repairs on all equipment as necessary.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**