



**COMPTON COMMUNITY COLLEGE DISTRICT
 REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFP”)
 HVAC MAINTENANCE & REPAIR SERVICES FOR VARIOUS DISTRICT BUILDINGS
 RFP NO. CCC-067**

TABLE OF CONTENTS	
Request for Proposals	
Attachment 1	Agreement for HVAC Maintenance and Repair Services Exhibit A Labor and Materials Payment Bond Exhibit B Certificate of Workers Compensation Insurance Exhibit C HVAC Equipment Exhibit D HVAC Equipment Maintenance Plan Exhibit E Personnel Rate Schedule
Attachment 2	Qualifications Statement
Attachment 3	Proposal
Attachment 4	Non-Collusion Affidavit



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Compton Community College District (“District”) requests that qualified firms (“Respondents”) submit responses to this RFP for providing scheduled maintenance and as necessary repairs to HVAC Equipment located on the District’s Compton College campus.

1. Introduction.

- 1.1. The District. The Compton Community College District (District) was established in 1927 as a component of the Compton Union High School District. In 1950, voters approved a bond issue separating the college from the high school district. Construction of the Compton College campus was completed on the present site of Compton College. Classes began on the new Compton College campus in fall 1956. The District geographic service area encompasses approximately 29 square miles, making educational services available to nearly 300,000 residents of Compton, Lynwood, Paramount and Willowbrook, as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach and South Gate. Today, about 290 full and part-time faculty teach more than 40 degree programs and 30 certificate programs. Compton College is a welcoming and inclusive community where diverse students are supported to pursue and attain student success. Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.
- 1.2. Compton College and HVAC Equipment. The Compton College HVAC/Chiller Equipment subject to this RFP includes equipment in the following buildings: Allied Health Building (AHB), Central Plant Building (CP), Childcare Development Center Building (CDC), Instructional Building #1 (IB1), Library/Student Success Center (SSC), Little Theater Building (LT), Management Information Systems Building (MIS), Math/Science Building (MS), and the Vocational Technology Building (VT). In addition to the HVAC/Chiller Equipment in the foregoing Buildings, HVAC/Chiller Equipment in two (2) buildings currently under construction (Instructional Building #2 (IB2) and Student Services Building (SSB)). The HVAC/Chiller Equipment in IB2 and SSB buildings will be part of the scope of the HVAC Agreement. Additional information regarding the HVAC Equipment can be accessed at https://drive.google.com/drive/folders/17J0_9lyT-6jcid533Oji_T1YbC6Ac4EC?usp=sharing. The specific HVAC Equipment subject to this RFP are more specifically described and identified in Exhibit A to the HVAC Services Agreement
- 1.3. HVAC Maintenance and Repair Services. This RFP is for the District’s selection of a firm to provide routine scheduled maintenance (“Maintenance Services”) and “on-call” “as-needed” repair services (“Repair Services”) for HVAC equipment situated on the Compton College Campus. Completion of Maintenance Services and Repair Services will be in accordance with the terms of the Agreement for HVAC Maintenance and Repair Service (“HVAC Agreement”). Timely submitted RFP Responses will be evaluated in accordance with the Evaluation Criteria set forth in this RFP.

2. RFP Procedures and Instructions.

- 2.1. Obtaining RFP From District. **Full RFP documents will be available to download after 5:00PM, Thursday, February 24, 2022, from the link below:** http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.aspx.

- 2.2. District Representative. The District Representative relating to this RFP is Linda Owens, Chief Facilities Officer, email: LOWENS@Compton.edu.
- 2.3. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.
- 2.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 2.5. Errors/Discrepancies/Clarifications to RFP. If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Respondent shall immediately notify the District Representative. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by the District Representative prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.
- 2.6. Mandatory Pre-Bid Meeting. The District will conduct a Mandatory Pre-bid Meeting at the date/time noted in the RFP. A RFP Response submitted by any Respondent whose representative(s) did not attend the Mandatory Pre-bid Meeting, in its entirety, will be rejected by the District as being non-responsive.
- 2.7. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Respondent awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Respondent and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.
- 2.8. Public Records. Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise

respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 2.9. Contractors' License. The District will only consider RFP Responses submitted by Respondents who are currently licensed in good standing by the California Contractors' State License Board as a C-20 (Warm-Air Heating, Ventilating and Air-Conditioning) Contractor. The RFP Response of a Respondent who is not so licensed will be rejected for non-responsiveness.
 - 2.10. Minimum Experience Requirement. To qualify, Respondents must have five (5) years' experience servicing HVAC Maintenance Agreements for commercial facilities and/or educational facilities with HVAC Equipment servicing at least 500,000 square feet
 - 2.11. Proposals. Proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of RFP Responses. If the District's Board of Trustees has not taken action to award the HVAC Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in the sole and exclusive discretion request that Respondents hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Respondents who affirmatively and unequivocally committed in writing to holding firm their respective pricing proposals will be further considered for award of the HVAC Agreement; the RFP Response of Respondents who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.
 - 2.12. Best and Final Offers. The District reserves the right, after the opening of RFP Responses to request all or some of the Respondents to submit "Best and Final Offers" ("BAFO"). The RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.
 - 2.13. District Negotiations. The District reserves the right (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the HVAC Agreement.
 - 2.14. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.
- 3. HVAC Agreement.** Incorporated as Attachment 1 to this RFP is a form of Agreement for HVAC Maintenance and Repair Services ("HVAC Agreement") which the District anticipates executing with the successful Respondent selected through this RFP. All Respondents must thoroughly review the HVAC Agreement and indicate in Tab 5 of the RFP Response acceptance of the entirety of the HVAC Agreement or the portions of the HVAC Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the HVAC Agreement, the District will not consider any such proposed modifications unless the Respondent sets forth in its RFP Response the entirety of the text of the proposed modification. If a Respondent does not identify



proposed modifications to the HVAC Agreement in the Respondent’s RFP Response and such Respondent is awarded the HVAC Agreement, the Respondent is deemed to have accepted the entirety of the HVAC Agreement and shall execute the HVAC Agreement in the form attached hereto.

4. RFP Response.

4.1. RFP Activities; Timeline. The following is a description of the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities.

RFP Activity	Date
RFP Issuance	Thursday, February 24, 2022, 5:00 PM,
Mandatory Pre-Proposal Meeting	Monday, February 28, 2022 11:00 AM
Latest Date/Time for RFP Questions/Clarifications	4:00 PM; Wednesday, March 9, 2022
Latest Date/Time for RFP Response Submittal	2:00 PM; Tuesday, March 15, 2022
Board of Trustees Award of HVAC Agreement	Friday, April 1, 2022

4.2. Submission of RFP Response.

4.2.1. Latest Date/Time for Submission of RFP Response. The latest date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually received in the office of the District’s Campus Police Building at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are encouraged to personally delivery RFP Responses directly to the office of the District’s Campus Police Building or to retain a private courier/messenger service to personally deliver RFP Responses to the office of the District’s Campus Police Building to ensure timely delivery to the proper location for submission of RFP Responses.

4.2.2. Location for Submission of RFP Response. RFP Responses shall be submitted to:

Compton College
Campus Police Building
1111 East Artesia Boulevard
Compton, California 90221
Attn: Reuben James

4.3. RFP Submission Format.

4.3.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the information requested in Paragraph 4.4 below.

4.3.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in

Paragraph 4.4 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials separately from the RFP Response addressing the matters set forth in Paragraph 4.4 below.

- 4.4. Copies of RFP Response. Each Respondent shall submit: (i) original RFP Response; (ii) three (3) copies of the RFP Response; and (iii) memory stick/external hard drive with electronic/digital files of the RFP Response.
- 4.4.1. RFP Response Format/Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.
- 4.4.2. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.
- 4.4.3. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing the Maintenance Services and Repair Services contemplated by this RFP and the HVAC Agreement along with a brief statement of the qualifications of the Respondent to provide the Maintenance and Repair services described in the attached HVAC Agreement. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.
- 4.4.4. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 4.4.5. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment 2. Failure to complete the entire Qualifications Statement and providing all information requested by the Qualifications Statement shall be a basis for rejecting the RFP Response for non-responsiveness.
- 4.4.6. Tab 2; Relevant Experience. Provide details of the Respondent's skills, experience and expertise to provide the Maintenance Services and Repair Services contemplated by this RFP and the HVAC Agreement. This portion of the RFP Response must contain three subparts:
- (i) General description of the Respondent's capabilities as a firm to perform and complete Maintenance Services and Repair Services.
 - (ii) specific qualifications, experience and skills of the Respondent's personnel proposed to provide Maintenance Services and Repair Services, including without limitation, educational background, industry background, academic certifications and manufacturer certifications
 - (iii) Identify not more than five (5) and not fewer than two (2) current contracts or assignments for Maintenance Services and Repair Services similar in scope to that contemplated by this RFP to which the Respondent is a party and primarily responsible for undertaking and completing such Maintenance Services and Repair Services; contracts or assignments in this portion of Tab 2 should preferably be in connection with California

public education institutions (K-12, community college, CSU or UC) or commercial facilities.

- 4.4.7. Tab 3; Comprehensive Maintenance Service Plan. Provide a proposed HVAC Equipment preventative maintenance service for each item of HVAC Equipment identified in Exhibit 1 to the HVAC Agreement. The Maintenance Service Plan shall incorporate the HVAC manufacturer’s preventative/schedule maintenance recommendations and the following, as applicable to an item of HVAC Equipment: (i) condenser/evaporator coils washing; (ii) fan motors voltage/amperage tests; (iii) check electrical components/connections, including safety controls; (iv) fans/fan blades inspections; (v) verify operations of blower systems in accordance with the HVAC Equipment manufacturer’s recommendations. Such services shall include, without limitation, all quarterly, semi-annually and annually required services, annual startup and shutdown plans for the cooling and heating systems, all requisite tests. Respondents shall submit, as part of their RFP Response, a proposed Comprehensive Service Plan detailing the requisite services and tasks included in Respondent’s RFP Response and proposed pricing. Once the Contractor and the District have agreed upon the Comprehensive Service Plan, it will be attached as Exhibit C to the Agreement, and no additional work shall be performed unless it is authorized in writing by the District’s Chief Facilities Officer.
- 4.4.8. Tab 4; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent confirming the minimum coverage limits for each policy of insurance as set forth below.

Required Insurance Policy Certificate	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate

- 4.4.9. Tab 5; HVAC Agreement Comments. Included with this RFP is the HVAC Agreement. Respondents must thoroughly review the HVAC Agreement included herewith and must in their respective RFP responses identify any term or condition of the HVAC Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached HVAC Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the HVAC Agreement, such Respondent must execute the HVAC Agreement in the form and content attached hereto subject only to elements of such Respondent’s RFP Response accepted by the District.
- 4.4.10. Tab 6; Proposal Pricing. Complete the form of Proposal (Attachment 3 to this RFP). The Proposal requires Respondents to proposed fixed priced, lump sum price proposals for completing annual Maintenance Services for each item of HVAC Equipment identified in Exhibit 1 to the HVAC Agreement and for labor/materials to complete Repair Services. A pricing proposal for each item of HVAC Equipment identified in Exhibit 1 to the HVAC

Agreement must be provided; the RFP Response of a Respondent which does not propose annual pricing for all items of HVAC Equipment will be rejected for non-responsiveness.

5. Evaluation of RFP Responses and Award of HVAC Agreement.

- 5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness. The foregoing notwithstanding, the District may minor irregularities or informalities in a RFP Response
- 5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the relative weight of each evaluation criteria are set forth below:

Criteria	Weight
Proposed Maintenance Services Pricing	20%
Proposed Repair Services Pricing	20%
Respondent Technical Expertise	20%
Prior HVAC Maintenance/Repair Experience	20%
Maintenance Service Plan	10%
Acceptance of HVAC Agreement Without Proposed Modifications	10%

- 5.3. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Food Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Selection Committee scoring of the RFP Responses. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the HVAC Services Agreement to a Respondent who did not submit the highest scored RFP Response provide that such recommendation is supported by substantiating of the basis for such an award.
- 5.4. Best and Final Offers. The District reserves the right, after the opening of RFP Responses to request all or some of the Respondents to submit “Best and Final Offers” (“BAFO”). The RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses submit the BAFO in accordance with the District’s request will be rejected for non-responsiveness.
- 5.5. District Negotiations. The District reserves the right (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the HVAC Agreement.
- 5.6. Notice of Intent to Award HVAC Agreement. At least five (5) days prior to the date of the District’s Board of Trustees meeting to consider award of the HVAC Agreement, the District will issue a Notice of Intent to Award the HVAC Agreement, identifying the Respondent to whom the District intends to award the HVAC Agreement and the date/time/place of the District’s Board of Trustees meeting at which award of the HVAC Agreement will be considered.
- 5.7. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District’s intent to award the HVAC Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) he bid protest is filed and received by

the District's Vice President, Administrative Services not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the HVAC Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Vice President, Administrative Services or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Vice President, Administrative Services is final and not subject to appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice President, Administrative Services (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the HVAC Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

- 5.8. Award of HVAC Agreement. Authority to award the HVAC Agreement is vested solely in the District's Board of Trustees. Award of the HVAC Agreement will be considered in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

[END OF SECTION]



AGREEMENT FOR HVAC MAINTENANCE AND REPAIR SERVICES

This Agreement is entered into this ____ day of _____, 2022 by and between Compton Community College District ("District") and _____ ("Contractor") who are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, in or about, _____, 2022, the District issued a Request for Proposals ("the RFP") pursuant to which the District requested proposals to provide routine, scheduled preventative maintenance services for HVAC Equipment serving facilities on the District's Compton College campus ("Maintenance Services") and to provide "as needed" repairs of HVAC Equipment ("Repair Services"); Maintenance Services and Repair Services are collectively referred to herein as "HVAC Services".

WHEREAS, on or about _____, 2022, the Contractor submitted a written response to the RFP ("the RFP Response"); by this reference, the RFP Response is incorporated herein.

WHEREAS, the Contractor is engaged in the business of providing HVAC Services for institutional and commercial HVAC systems; the Contractor is duly qualified licensed and otherwise authorized to engage in the business of providing HVAC operations and preventative maintenance service.

WHEREAS, the District and the Contractor desire to establish the terms and conditions pursuant to which Contractor shall provide HVAC Service for HVAC Equipment at the Compton College Campus, as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties and each of them, the Parties agree as follows:

1. General.

1.1. Contractor Employees. All HVAC Services shall be completed by employees of the Contractor who are experienced, skilled, authorized and certified (if required by a HVAC Equipment manufacturer) to complete the HVAC Services. The Contractor shall maintain an adequate staff of professional personnel with competency, expertise and qualifications to complete HVAC Services. The Contractor shall provide substantiation of its employees' experience, skills, authorization or certification upon request of the District. Prior to starting work at the college, a resume, including experience, copies of current license(s) and other related information shall be submitted on each employee for review by the District. If the District objects to any Contractor personnel assigned to complete HVAC Services, upon request of the District, the Contractor shall replace such personnel without cost or expense to the District. While on District property, Contractor employees shall comply with all applicable rules, regulations and/or policies relating to use/access to District property and personal conduct. Contractor personnel violating applicable policies, regulations or laws are subject to penalties imposed by the policy, regulation or law violated. A current valid California State Driver's License for all Contractor employees operating a vehicle on the Compton College Campus is required. Third party contracting shall not be allowed.

1.2. HVAC Services Standards. The Contractor shall complete all HVAC Services in accordance with: (i) with applicable industry/professional "best practices"; (ii) HVAC Equipment manufacturer requirements and recommendations; (iii) the terms of this Agreement, including without limitation the HVAC Equipment Maintenance Plan set forth in Exhibit D; and (iv) applicable laws, rules and regulations.

- 1.3. Permits and Licenses. At all times when providing HVAC Services, the Contractor shall maintain all licenses, certifications, permits, governmental authorizations or approvals required by any federal, state, regional or local governmental agency to provide the HVAC Services and perform other obligations of the Contractor under this Agreement. The foregoing includes without limitation: (i) City of Compton business license; (ii) CLSB Contractors' license in the C-20 classification; and (iii) Department of Industrial Relations ("DIR") contractor registration.
- 1.4. HVAC Equipment Damage or Destruction. The District is responsible for damage or destruction to the HVAC Equipment, provided that damage or destruction is not the result of the Contractor's: (i) negligent or willful conduct; or (ii) breach of obligations under this Agreement. The Contractor is responsible for costs, expenses, and losses resulting from (i) or (ii) above, which arise out of or are related to repairs or replacement of damaged or destroyed HVAC Equipment and the loss of services provided by the damaged or destroyed HVAC Equipment.
- 1.5. Employment of Labor.
 - 1.5.1. Prevailing Wage Rates. If any portion of the HVAC Services are deemed by the Department of Industrial Relations, Division of Labor Standards Enforcement ("DLSE") require the payment of applicable prevailing wage rates, the Contractor is solely responsible for compliance with the obligation to make payment of at least the applicable prevailing wage rate and all other administrative requirements associated with prevailing wage rate payments, including without limitation: (i) compliance with DIR contractor registration requirements; and (ii) completion/filing of Certified Payroll Records. Compensation due the Contractor under this Agreement is not subject to adjustment if the Contractor is required to comply with prevailing wage rate requirements for any personnel providing HVAC Services. Monitoring and enforcement of the Contractor's prevailing wage rate obligations will be by DLSE.
 - 1.5.2. Contractor Personnel Compensation. The Contractor is solely responsible for timely and full payment of: (i) compensation and other employment benefits due Contractor personnel and (ii) taxes and other similar payroll burdens.
 - 1.5.3. Uniforms; Identification Badges. All Contractor personnel shall wear Contractor furnished uniforms while at the Compton College Campus. The uniforms shall have patches on them that identify person's name and the Contractor's company name and logo. Contractor personnel may also be required to wear identification badges issued by the Contractor or the District.
 - 1.5.4. Contractor Personnel Training and Education. The Contractor shall ensure that personnel have the skills to adapt to changing technology and to efficiently complete HVAC Services by access to and completion of relevant training and education services. Upon request of the District, the Contractor shall furnish reasonably satisfactory written evidence confirming that the Contractor's personnel are so skilled and have access to continuing training/education resources which are utilized to develop new/additional skills or to augment/refine existing skills. The District is not responsible for training Contractor personnel. Costs, fees, expenses and charges for training and education of Contractor personnel providing HVAC Services shall be borne by the Contractor without adjustment of the compensation due the Contractor under this Agreement. Contractor personnel providing HVAC Maintenance Services or Repair Services shall be certified, accredited and otherwise authorized by the HVAC Equipment manufacturer in

accordance with certification, accreditation or authorization requirements of the HVAC Equipment manufacturer.

1.6. Safety and Environmental.

1.6.1. Contractor Personnel. The Contractor shall provide all personnel performing HVAC Services with required safety training and safety equipment. HVAC Services shall only be completed by personnel who are properly trained, skilled, certified and authorized to complete the HVAC Service assigned to such personnel.

1.6.2. Waste Materials Handling and Disposal. The Contractor is solely responsible for disposal of waste materials, including without limitation, lubricants, absorbents, and cleaning products in accordance with District requirements and in strict compliance with manufacturer recommendations and applicable law.

1.6.3. Work Area Safety. The Contractor is solely responsible for implementing safety measures when completing HVAC Services, including without limitation, warning signs and barricades. The Contractor shall keep work areas in a neat and clean condition.

1.6.4. Accident and Hazard Reporting. The Contractor shall report any accidents or hazardous conditions to the District's Chief Facilities Officer within one hour and shall submit an accident report or hazardous condition report on forms approved by the District. The Contractor shall report to the District's Chief Facilities Officer trouble call emergencies or items in need of prompt attention within one hour. The Contractor shall report any conflict between requested work and safety requirements to the Facilities Manager for resolution before performing the work.

1.6.5. Compton College Campus Buildings and HVAC Equipment Access. The District will provide Contractor personnel with access to the Compton College Campus Buildings during working days of Mondays-Fridays and working hours of 7:00 AM to 5:00 PM. Contractor personnel access to the Compton College Campus Buildings on weekends, holidays or after working hours shall be through the District's Public Safety Office.

1.7. District Representative. The District will assign a District employee as the District Representative in connection with this Agreement and the Contractor's completion of HVAC Services. HVAC Services and other obligations of the Contractor shall be completed in accordance with directives or authorizations of the District Representative or her/his designee. The District Representative is the District's Chief Facilities Officer.

2. HVAC Maintenance Services

2.1. General. The Contractor shall furnish all labor, materials, parts, equipment, tools, and services necessary to complete Maintenance Services for each item of HVAC Equipment identified in Exhibit C to this Agreement in accordance with the HVAC Maintenance Service Plan described in Exhibit D to this Agreement.

2.1.1. HVAC Equipment. HVAC Equipment subject to Maintenance Services are in Exhibit C to this Agreement. During the Term of this Agreement, the District may amend the HVAC Equipment identified in Exhibit C by deleting or adding HVAC Equipment by written notice to the Contractor. If the District deletes HVAC Equipment from Exhibit C, no compensation shall be due the Contractor for Maintenance Services relating to the deleted item of HVAC Equipment. If the District adds HVAC Equipment to Exhibit C, the compensation due the Contractor under this Agreement shall be equitably adjusted to reflect the reasonable cost to complete Maintenance Services for added items of HVAC Equipment.

2.1.2. Hours/Days of Maintenance Services. Maintenance Services will be provided between 7:00 AM and 5:00 PM Mondays through Fridays, except for District holidays (“Regular Hours”). The foregoing notwithstanding, the District may direct or authorize the Contractor to complete Maintenance Services on days or at times outside the Regular Hours (“Alternative Hours”); overtime/premium time labor charges set forth in Exhibit E (Contractor Personnel Rates) will apply for Maintenance Services authorized by the District for Alternative Hours. No payment will be made for overtime/premium time labor charges unless authorized in writing in advance by the District Representative.

2.2. Maintenance Services.

2.2.1. Maintenance Intervals. The Contractor shall complete Maintenance Service for each item of HVAC Equipment at the intervals noted in the HVAC Equipment Maintenance Plan and the HVAC Equipment manufacturer recommendations.

2.2.2. Maintenance Service Records. The Contractor shall maintain records of all Maintenance Services for each item of HVAC Equipment, including without limitation the following: (i) service date; (ii) service technician(s); (iii) service description (including observations of operating condition and replacement parts); and (iv) recommended follow-up actions.

3. Repair Services.

3.1. General. General requirements relating to the Contractor’s completion of Repair Services are set forth below. The Contractor shall furnish all labor, materials, parts, equipment, tools and services necessary to complete Repair Services.

3.1.1. Repair Logs. The Contractor shall maintain a Repair Log for each item of HVAC Equipment subject to repair services noting Repair Services performed, including without limitation, service dates, service personnel, detailed description of nature and scope of Repair Services and parts replaced with each Repair Service. The form and required content of the Contractor’s Repair Log are subject to District review and acceptance; the Contractor shall modify the form of the Repair Log as necessary for the District to accept the entirety thereof. At the conclusion of each Repair Service, the Contractor’s Repair Service personnel shall complete the Repair Log for the Repair Service completed. The Contractor shall provide the District Representative with hard copy written Repair Logs or electronic/digital files of Repair Logs for each Repair Service within three (3) business days of the completion of a Repair Service. No payment will be made by the District for any Repair Service unless the Contractor completes and delivers Repair Logs for such Repair Service pursuant to the foregoing.

3.1.2. Replacement Parts. If any Repair Service includes the replacement of any parts, components or other separable assemblies of an item of HVAC Equipment, the removed and replaced part shall be made available to the District Representative for inspection. The Contractor shall dispose of any removed or replaced parts as directed or authorized by the District. Disposal of removed or replaced parts are included with the Repair Service charge; no additional payment is due the Contractor for disposal of removed or replaced parts.

3.2. Repair Services Response Time. The Contractor shall complete repairs and other maintenance activities as requested by the District (“Repair Requests”). Repair Requests will be in writing and will generally note the repair required and whether the Repair Request is a General Repair Request, an Urgent Repair Request or an Emergency Repair Request. The Contractor shall dispatch personnel with the skills and experience to complete a Repair

Request along with the parts, equipment, tools and other items necessary to complete the Repair Request as follows:

General Repairs	Response time within 24 hours, 7:00 A.M. - 4:00 P.M., Mondays - Fridays, except for holidays.
Urgent Repairs	Response time within 4 hours, 7:00 AM - 8:00 PM, Mondays - Fridays, except holidays; Repair Request submitted to Contractor prior to 5:00 PM Mondays - Fridays require Contractor response time no later than 12:00 PM the following working day.
Emergency Repairs	Response time within 2 hours, 24 hours per day, 7 days per week, holidays included.

4. **Term.** The Initial Term of this Agreement commences as of the date set forth above and terminates thirty six (36) months thereafter. The District shall have two (2) options to extend the Term (“Extended Terms”) by written notice to the Contractor not more than six (6) months and not less than two (2) months prior to expiration of the Initial Term or the then current Extended Term. Each Extended Term shall be for twelve (12) months commencing on expiration of the Initial Term or the then current Extended Term. Terms and conditions of this Agreement shall apply to Extended Terms.

5. **Contract Payments.**

5.1. General. Payments to the Contractor for completion of HVAC Services shall be as set forth herein. Payments due the Contractor pursuant to the following are inclusive of all expenses, charges, fees or costs for labor, materials, equipment and services to complete the Contractor’s obligations hereunder. The foregoing include without limitation, labor burdens and benefits, administrative, clerical and other indirect support, taxes and other similar charges and profit.

5.2. Maintenance Services.

5.2.1. Contractor Compensation. If Exhibit C (HVAC Equipment) to this Agreement indicates a fixed, lump sum price for completing Maintenance Services for any item of HVAC Equipment, the compensation to the Contractor for completing such Maintenance Service for the item of HVAC Equipment will be the fixed, lump sum price indicated in Exhibit C, with the fixed, lump sum price inclusive of all labor, materials, tools, equipment, services and any other item of a tangible or intangible nature. If Exhibit C to this Agreement does not indicate a fixed, lump sum price to complete HVAC Maintenance Services for any HVAC Equipment, the Contractor will be compensated for labor and materials necessary to complete the Maintenance Service. Labor charges shall be limited to the personnel reasonably necessary to complete the Maintenance Service for the time reasonably necessary to complete the Maintenance Service at the hourly rates noted in Exhibit E. The Contractor will be compensation for parts and materials incorporated into Maintenance Services which are not subject to a fixed, lump sum price; compensation for parts and materials is limited to the manufacturer’s list price plus the percent adjustment thereon as noted in Exhibit E to this Agreement.

5.2.2. Maintenance Services Liquidated Damages. The Contractor acknowledges that completion of the Maintenance Services by the Contractor is critical for continuous, efficient operations of the HVAC Equipment. The Contractor agrees that if the Contractor fails or refuses to complete Maintenance Services in accordance with the District accepted Maintenance Plan, the District will sustain losses, damages and costs that are

difficult to ascertain. Accordingly, the District and the Contractor agree that if a scheduled Maintenance Service is not completed by the Contractor when scheduled in the HVAC Maintenance Plan, the Contractor shall be liable to the District for Liquidated Damages in the per diem amount of Five Hundred Dollars (\$500) ("Maintenance Liquidated Damages") from the date scheduled for Maintenance Service until such Maintenance Service is completed. The District and Contractor acknowledge and agree that the Maintenance Liquidated Damages are: (i) reasonable under the circumstances existing at the time this Agreement is entered into; (ii) not penalty; (iii) not a limitation on the Contractor's liability for injuries or death to persons, property damage, other damages or other losses sustained as a result of the Contractor's failure to timely conduct and complete scheduled Maintenance Services; or (iv) not a waiver, limitation or other restriction on the District's right to terminate this Agreement for the Contractor's default in performance of a material obligation of the Contractor.

- 5.2.3. Contractor Billings For Maintenance Services. Upon completing Maintenance Services, the Contractor may bill the District for the costs due for the completed Maintenance Services. The Contractor's billings shall be in such form, format and with such substantiating data as required by the District. The District will make payment of the undisputed portion of such billing within thirty (30) of the District's receipt thereof.
- 5.3. Repair Services Charges. Payment for Repair Services will be made only if the District Representative has specifically requested a Repair Service. No payment will be made by the District and no payment is due the Contractor for any Repair Service completed by the Contractor without prior direction or authorization from the District Representative.
 - 5.3.1. Repair Services Billing Records and Requirements. The Contractor shall implement stringent billing practices for Repair Services, including separate service tickets or other written documentation of: (i) HVAC Equipment; (ii) Contractor personnel providing Repair Services; (iii) time incurred to complete a Repair Service; (iv) replaced parts; and (iv) detailed description of any other item or service for which payment is requested.
 - 5.3.2. Repair Services Billings.
 - 5.3.2.1. Separate Billings. Each separate request for Repair Services shall be subject to a separate Repair Services billing from the Contractor. Billings for Repair Services Charges must be received by the District within sixty (60) days of the date of completion of each Repair Service. The Contractor expressly waives the right to payment for any Repair Service not billed within sixty (60) days of the date completing the Repair Service; a billing submitted by the Contractor for a Repair Service completed more than sixty (60) days prior to the District's receipt thereof will not be processed or paid by the District.
 - 5.3.2.2. Repair Services Charges. Payment for Repair Services will be based on time reasonably necessary for the Contractor's Repair Service personnel to complete a Repair Service request, multiplied by the applicable hourly rate set forth in Exhibit E hereto). Billing for Contractor Repair Service Personnel shall be in increments of one-quarter (1/4) of an hour and only for the duration of time actually providing Repair Services on a Campus. If the District determines that the time charged for completing a Repair Service is excessive, the Contractor's billing is subject to reduction in such amount as reasonably determined by the District based on the nature of the Repair Service and the time reasonably necessary to complete such Repair Service by qualified, skilled and experienced Repair Service personnel. In addition to payment for time of Repair Services personnel to complete a Repair

Service, the Contractor will be paid for the costs for parts, materials and other similar items. Billing for such parts, materials or other similar items is limited to the allowable percentage mark-up on the Contractor's cost for such parts, materials or other similar items or the manufacturer's list price for such parts, materials or other similar items, whichever is less.

- 5.3.3. District Payment. Within thirty (30) days of the receipt of a Repair Service billing, the District will make payment of the undisputed portion thereof to the Contractor.
- 5.3.4. Contractor Billing Invoices. The Contractor shall submit billing invoices for payments for completed Repair Services in such form, format and substantiating data as required by the District. The District will make payment of the undisputed portion of a Repair Services billing invoice within thirty (30) days of the District's receipt thereof..
- 5.4. Withholding or Deduction of Compensation to the Contractor. The District may withhold or deduct any portion of the compensation due the Contractor under this Agreement in such sums as determined by the District or required by applicable law for: (i) levies or other similar instruments; (ii) losses, damages or costs resulting from the Contractor's failure to fully and timely complete its obligations hereunder. Withholdings pursuant to (ii) above will be released only after the Contractor fully cures its failure to timely or fully complete obligations hereunder and after deducting losses, damages or costs resulting from the Contractor's failure to timely and fully complete obligations hereunder. Notwithstanding any compensation withheld or deducted from the Contractor pursuant to the foregoing, the Contractor remains liable to the District for losses, damages or costs resulting from (ii) above which exceed any amount withheld and deducted from the Contractor

6. Insurance; Indemnity.

- 6.1. Contractor Insurance. At all times during the Term of this Agreement, the Contractor shall obtain and maintain the insurance coverages noted herein; each required policy of insurance shall be in the minimum coverage amount noted herein.
- 6.2. Workers Compensation Insurance; Employer's Liability Insurance. The Contractor shall obtain Workers Compensation Insurance covering all employees of the Contractor engaged in operations under this Agreement. The Workers Compensation Insurance shall cover claims under workers' compensation, disability benefits and other similar employee benefit laws applicable to the Contractor's operations under this Agreement. The Employer's Liability Insurance shall cover bodily injury or death by accident or disease to any employee which arises out of the employee's employment by the Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as additional coverage under the Workers Compensation Insurance policy. The minimum coverage amount under the Workers Compensation Insurance shall be in accordance with applicable law. The minimum coverage amount under the Employers Liability Insurance shall be One Million Dollars (\$1,000,000).
- 6.3. Commercial General Liability Insurance. The Commercial General Liability Insurance obtained by the Contractor shall cover the types of claims set forth below which may arise out of or result from the operations of the Contractor under this Agreement. The Commercial General Liability Insurance shall cover: (i) claims for damages for bodily injury, sickness, disease or death of persons other than the Contractor's employees; (ii) claims for damages due to injury or death of persons or damage to property, including the loss of use thereof; (iii); contractual liability applicable to the obligations under this Agreement; and (iv) completed operations. The Commercial General Liability Insurance policy shall name the District

including, without limitation, District officers, directors, employees, representatives, the District's Board of Trustees and individual members of the Board of Trustees, as additional named insureds thereunder. The minimum coverage limits under the Commercial General Liability Insurance shall be One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate.

- 6.4. Automobile Liability. The Automobile Liability insurance policy shall cover claims for damages arising out of bodily injury or death of persons or damage to property arising out of Contractor's ownership, maintenance or use of motor vehicles. The Contractor's Automobile Liability insurance may be a combined single limit policy with minimum coverage limits of One Million Dollars (\$1,000,000).
- 6.5. Certificates of Insurance; Policy Requirements. Prior to the commencement of the Term of this Agreement, the Contractor shall deliver to the District Representative Certificates of Insurance evidencing each of the insurance coverages required to be obtained and maintained by the Contractor. Each policy of insurance obtained by the Contractor hereunder shall provide, by endorsement or otherwise, that the policy of insurance will not be permitted to lapse or expire, or to be materially modified without at least thirty (30) days advance written notice to the District. All insurance shall be issued by insurers authorized by California law to issue policies of insurance with a current A.M. Best rating of at least A/VII.
- 6.6. Deductibles; Premiums. The Contractor is solely responsible for the full and timely payment of premiums for policies of insurance the Contractor is required to obtain and maintain under this Agreement. In the event of a loss under a policy of insurance obtained and maintained by the Contractor hereunder, the Contractor shall be solely responsible for payment of the deductible, if any, associated with such loss.
- 6.7. District Rights. If the Contractor fails or refuses to obtain and maintain any policy of insurance required hereunder, the District may, but is not obligated to, obtain such policy of insurance on behalf of the Contractor. If the District obtains a policy of insurance on behalf of the Contractor pursuant to the foregoing, the Contractor shall be responsible for payment of all premiums associated with such policy of insurance and an administrative fee equal to twenty-five percent (25%) of the premium costs
- 6.8. District Insurance. During the Term of this Agreement, the District will maintain insurance against the perils, losses and claims described herein, provided that the District may, in its discretion, elect to self-insure, obtain commercially available insurance policy(ies) or obtain insurance coverages through one or more Joint Powers Authorities.
 - 6.8.1. General Liability Insurance. The District will obtain General Liability Insurance covering the risks of death or bodily injury to persons and damage to property.
 - 6.8.2. Property Casualty Insurance. The District will obtain Property Casualty Insurance which will include coverage for the risks of loss, damage or destruction to the District's buildings and/or campuses. The foregoing notwithstanding, the District's Property Casualty Insurance will not provide coverage for the risk of loss, damage or destruction of items of personal property leased, rented or owned by the Contractor. The Contractor is solely responsible, without additional payment or compensation from the District, for the costs to replace or repair any personal property owned, rented or leased by the Contractor.
- 6.9. Payment Bond. Prior to commencement of the Work, the Contractor shall furnish a Labor and Material Payment Bond as security for payment of persons or entities performing HVAC Repair Services or furnishing materials/equipment in connection with Contractor's performance of the HVAC Maintenance Services. The penal sum of the Payment Bond shall

be One Hundred Thousand Dollars (\$100,000) and in the form and content set forth in Exhibit A to this Agreement. The failure or refusal of the Contractor to furnish the Labor and Material Payment Bond is a default by the Contractor of a material obligation of the Contractor under this Agreement. The Surety issuing the Labor and Material Payment Bond shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; and (ii) A.M. Best rated A-/VII or better.

- 6.10. Contractor Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the District and, as applicable, its employees, officers, directors, Board of Trustees, individual members of the Board of Trustees, agents and representatives (“the Indemnified Parties”) from any and all claims, demands, actions, losses, responsibilities or liabilities of any kind, type or nature for: (i) injury or death of the Contractor’s employees; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent, grossly negligent or willful conduct of the Contractor and/or its employees, agents and representatives. The foregoing shall include, without limitation, attorneys’ fees and costs incurred by the Indemnified Parties and shall survive the Contractor’s completion of obligations under this Agreement or the earlier termination hereof until barred by the applicable Statute of Limitations.

7. Termination

- 7.1. Termination for Default. Either the District or the Contractor may terminate this Agreement upon seven (7) days written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder including, without limitation: (i) the breach of any material obligation hereunder; (ii) an assignment by Contractor for the benefit of creditors; (iii) one Party files or has filed against the other party a proceeding for protection under state insolvency laws or the United States Bankruptcy Code; or (iv) either Party conducts operations under this Agreement in violation of the Laws. Upon the Initiating Party’s issuance of the written notice pursuant to the foregoing, the defaulting Party shall have seven (7) days to undertake and complete a cure of the matters set forth in the District’s written notice, provided that if the nature of the matters set forth in the District’s notice reasonably requires more than seven (7) days to complete the cure, this Agreement shall not be terminated so long as the Defaulting Party diligently prosecutes the cure to completion. If the Defaulting Party fails to take cure actions set forth above or to diligently and completely prosecute cure actions, this Agreement shall be deemed terminated, without further action of the District or the Contractor, as of the eighth (8th) day after the date of the Initiating Party’s written notice. If the District exercises the right of termination hereunder, the Contract Payments due from the District to the Contractor as of the effective date of termination, if any, shall be based upon HVAC Services provided prior to the effective date of the termination of this Agreement, reduced by the District’s losses, damages, or other costs resulting from the cause(s) for termination of this Agreement.
- 7.2. District Termination of Agreement for District Convenience. The District may, at any time during the Term or an Extended Term, by written notice to the Contractor, elect to terminate this Agreement, in whole or in part, for the District’s convenience. The termination of this Agreement for the District’s convenience shall be effective thirty (30) days after the date of the District’s notice of termination for the District’s convenience, unless a longer period is set forth in the District’s written notice. In such case, the Contractor shall be entitled to payment for HVAC services actually performed as of the effective date of such termination for convenience of the District. If this Agreement is terminated in part pursuant to the foregoing,

the Contractor shall continue to fully and timely perform all other obligations not subject to such partial termination.

- 7.3. Contractor's Obligations Upon Termination of Agreement. Upon the expiration of the Term or the earlier termination of this Agreement for default or the District's convenience, the Contractor shall assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, maintenance manuals, equipment specifications, samples or electronic files) prepared by or on behalf of the Contractor in connection with its performance of this Agreement. The Contractor shall deliver the originals of all work product, instruments or service and other items of a tangible nature within ten (10) days of the District's request for such materials. Notwithstanding any payment due from the District to the Contractor as of the District's termination of this, the District is not obligated to disburse such payment and the Contractor is not entitled to receipt of such payment until after the Contractor has fully complied with the foregoing.
- 7.4. District's Right to Suspend HVAC Services. The District may, without cause, and without invalidating or terminating this Agreement, order the Contractor, in writing, to suspend, delay or interrupt HVAC Services whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the HVAC Services suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the HVAC Services or subsequent thereto. If the District exercises the right to suspend HVAC Services, the compensation due the Contractor for HVAC Services is not subject to adjustment. The Contractor shall not be subject to Maintenance Services Liquidated Damages if the District directed suspension affects completion of the Maintenance Services in accordance with the Maintenance Services Plan.

8. Miscellaneous.

- 8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with California law. This Agreement shall be interpreted as a whole in accordance with its fair meaning and not strictly for or against the Contractor or the District. Marginal headings in this Agreement are for convenience of reference only and shall not enlarge or diminish any rights or obligations of the District or the Contractor. In the event of conflicts or inconsistencies between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and control.
- 8.2. Cumulative Rights and Remedies. Duties and obligations set forth in this Agreement are in addition to and not in lieu of duties and obligations arising by operation of law and applicable to the transaction contemplated in this Agreement. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded the District under this Agreement or by operation of law nor a waiver of any default or breach by the Contractor of its obligations under this Agreement.
- 8.3. Prohibition on Harassment.
 - 8.3.1. District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors,

unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

- 8.3.2. Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.
- 8.4. Contractor Independent Contractor Status. In performing its obligations under this Agreement, the Contractor is an independent Contractor to the District. Neither the Contractor nor any of Contractor's employees are entitled to rights or benefits as employees of the District.
- 8.5. Maintenance of Books and Records. The Contractor shall maintain books and accounting records of expenses and revenue in connection with its operations under this Agreement. Books and accounting records shall be contemporaneously maintained in accordance with generally accepted accounting principles applied in a consistent manner. Books and accounting records, along with underlying source data, shall be available to the District for review, inspection or reproduction upon reasonable advance request at the Contractor's principal place of business or at the District Administrative Offices. The Contractor shall maintain its books and accounting records relating to HVAC Services under this Agreement for five (5) years after expiration of the Term hereof or the earlier termination of this Agreement.
- 8.6. Time. Time is of the essence in the performance and completion of obligations hereunder. The foregoing notwithstanding, performance of the Parties under this Agreement shall be excused if force majeure events that are unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the District or the Contractor. Force majeure events include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment or materials reasonably necessary for completion and proper execution of HVAC Services, unanticipated unusually severe weather conditions, acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), public health orders and/or civil commotion. The financial resources of the Contractor and other Contractor resources necessary to complete HVAC Services shall not be deemed force majeure events.
- 8.7. Confidential/Proprietary Information. The Contractor and its personnel may, in the course of completing obligations hereunder: (i) prepare materials consisting of or incorporating District confidential/proprietary information; or (ii) have access to District confidential/proprietary information. Except as required by a valid order of a court of competent jurisdiction, the Contractor and its personnel shall not disburse, distribute or disseminate to any person or entity in any and in whole or in part any District confidential/proprietary information.
- 8.8. Severability. If any term or condition of this Agreement is deemed invalid, unenforceable or void by a court of competent jurisdiction, such term or condition shall be deemed severed from this Agreement and all remaining terms and conditions shall remain in full force and effect.



8.9. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on District workdays shall be deemed effective four (4) hours after delivery to the recipient’s email server. Emails delivered to the recipient’s email server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as follows:

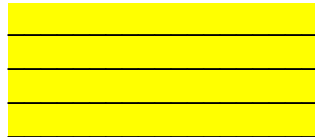
If to the District:

Vice President of Administrative Services
Dr. Abdul Nasser
Compton College
1111 East Artesia Blvd.
Compton, California 90221
anasser@compton.edu

and

Chief Facilities Officer
Linda Owens
Compton College
1111 East Artesia Blvd.
Compton, California 90221
lowens@compton.edu

If to the Contractor:



8.10. Disputes

8.10.1. Mandatory Mediation. All claims, demands, disputes and other matters in controversy between the District and the Contractor arising out of or relating to the HVAC Operations Services under this Agreement (collectively “Claims”) are subject to mandatory non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) prior to either the District or the Contractor initiating binding arbitration procedures.

8.10.2. Government Code Claim Requirements. Pursuant to Government Code §930.6, Claims asserted by the Contractor against the District for money or damages, including without limitation Claims remaining after completion of the non-binding mediation resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of binding arbitration proceedings relating to Claims is the Contractor’s compliance with the Government Code Clams Process, including without limitation, presentation of the Claims and action thereon by the District or deemed rejected by the District in accordance with Government Code §900, et seq.

- 8.10.3. AAA Arbitration. Claims remaining after the mandatory mediation and Government Code Claims Process shall be resolved by binding arbitration conducted before a retired judge in accordance with the AAA rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site.
- 8.10.4. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations.
- 8.10.5. Discovery. The discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable to arbitration proceedings commenced hereunder and the same shall be deemed incorporated herein by this reference.
- 8.10.6. Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the County of Orange. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.10.7. Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the County of Orange. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 8.10.8. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the prevailing party.



- 8.10.9. Limitation on Arbitrator. The Superior Court for the State of California for the County of Los Angeles has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; or (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement.
- 8.11. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Agreement, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 8.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 8.13. No Assignment. Neither the District nor the Contractor shall assign this Agreement without the prior consent of the other. The District's consent to the Contractor's assignment may be granted, denied or conditioned in the sole discretion of the District.
- 8.14. Entire Agreement. This Agreement, the RFP, the RFP Response and the Exhibits identified below, constitute the entire agreement and understanding between the Parties concerning the subject matter hereof. The foregoing notwithstanding, if there is any conflict or inconsistency between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and prevail. This Agreement supersedes and replaces all prior verbal and written negotiations, understandings and/or agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by written instrument duly executed by or on behalf of the Parties. Exhibits attached to this Agreement and incorporated into this Agreement are:
 - Exhibit A Labor and Materials Payment Bond
 - Exhibit B Certificate of Workers Compensation Insurance
 - Exhibit C HVAC Equipment
 - Exhibit D HVAC Equipment Maintenance Plan
 - Exhibit E Personnel Rate Schedule

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

"DISTRICT"
Compton Community College District

"CONTRACTOR"

By: _____
Title: _____

By: _____
Title: _____





LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **COMPTON COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum of One Hundred Thousand Dollars (\$100,000) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **HVAC MAINTENANCE AND REPAIRS**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration,

[CONTINUED NEXT PAGE]



deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Contractor-Principal Name)

By: _____

(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____

(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____

Telephone Fax

(Email address)



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

(Contractor Name)

, declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees”.

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)



**AGREEMENT FOR HVAC MAINTENANCE AND REPAIR SERVICES
EXHIBIT C; HVAC EQUIPMENT**



**AGREEMENT FOR HVAC MAINTENANCE AND REPAIR SERVICES
EXHIBIT D; HVAC EQUIPMENT MAINTENANCE PLAN**



**AGREEMENT FOR HVAC MAINTENANCE AND REPAIR SERVICES
EXHIBIT E; CONTRACTOR PERSONNEL RATES**



RFP NO. CCC-067
HVAC MAINTENANCE/REPAIRS
ATTACHMENT 2
QUALIFICATIONS STATEMENT

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent's RFP Response will render the RFP Response non-responsive and rejected.

1. Respondent Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

[] Corporation

(State of Incorporation & Corporate Registration No.)

[x] Partnership

(Describe type of partnership i.e., general partnership, limited partnership)

[] Limited Liability Company

[] Limited Liability Partnership

[] Joint Venture (Identify each member of Joint Venture and form of entity of each Joint Venturer)

[] Sole Proprietorship: (Identify all equity owners)

1.3. Contact Person.

Table with 2 columns and 4 rows: Name, Street Address/City/State, Phone/Fax, Email Address

1.4. Years In Business. The Respondent has provided engineering or design professional services under Respondent's current trade/business name. _____

1.5. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent's current trade/business name?

[] Yes

[] No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years: _____.



2. **Prior Experience.** Provide a summary of engineering services provided by the Respondent to a California community college district and/or a California K-12 public school district within the past five (5) years for: (i) facilities scheduled and deferred maintenance; (ii) building equipment/systems repairs; (iii) facilities renovations/modernizations; and (iv) capital improvements. Provide the summaries in the format set forth below. Attach additional summaries as necessary and identify each additional summary by sequential "Assignment No." numbering.

ASSIGNMENT NO. 1	
Client name	
Project description	
General description of HVAC maintenance/repair services completed	
Dates of HVAC maintenance/repair (beginning and end dates)	
Approximate dollar value of HVAC maintenance/repair	
Client Contact Person	Name: _____ Position/Title _____ Address _____ Phone/Fax _____ Email _____

ASSIGNMENT NO. 2	
Client name	
Project description	
General description of HVAC maintenance/repair services completed	
Dates of HVAC maintenance/repair (beginning and end dates)	
Approximate dollar value of HVAC maintenance/repair	
Client Contact Person	Name: _____ Position/Title _____ Address _____ Phone/Fax _____ Email _____



3. Essential Minimum Qualifications. Any response of a Respondent indicating “not qualified” to the following minimum qualifications criteria will result in rejection of the Respondent’s RFQ Response for failure to meet minimum qualifications criteria.

3.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.2. Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.3. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

3.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

- Yes (not qualified)
- No

3.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?

- Yes (not qualified)
- No

3.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

- Yes (not qualified)
- No

3.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- Yes (not qualified)
- No

3.8. Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.

- Yes (not qualified)
- No

3.9. Within the past ten (10) years, has the Respondent or any predecessor in interest to the Respondent agreed with any public agency, whether by written instrument or verbally, that the Respondent will not submit bids, proposals or other responses to any request of the public

agency for bids or proposals relating to public works, equipment service/maintenance contracts or other similar services?

- Yes (not qualified)
 No

4. Experience and Capacity.

- 4.1. How many years has the Respondent provided HVAC Equipment maintenance and repair services for institutional (commercial, retail, industrial, educational) facilities of over 500,000 square feet? _____
- 4.2. How many full-time technicians holding EPA Section 608 certifications are employed by the Respondent? _____
- 4.3. How many HVAC service trucks (including tools and small parts) does the Respondent have available within a twenty-five (25) mile radius of the District? _____

5. Claims and Disputes.

- 5.1. Respondent Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a construction contract or equipment maintenance/services contract in which the Respondent is seeking additional compensation.

- Yes
 No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

- 5.2. Judgments and Arbitration Awards. Within the past ten (10) years, the Respondent is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.

- Yes
 No

If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

- 5.3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Respondent's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?

- Yes
 No

If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

6. **Authority**. The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The



above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFQ process.

Executed this ___ day of _____ 20__ at _____.
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Name and Title)



**RFP NO. CCC-067
HVAC MAINTENANCE/REPAIRS
ATTACHMENT 3
PROPOSAL**

Respondent: _____

The Respondent proposes to complete HVAC Services described in the RFP and in the HVAC Agreement as follows:

1. Annual HVAC Maintenance Services. The Respondent has completed the proposed lump sum, fixed price cost for annual HVAC Maintenance Services for each item of HVAC Equipment identified in the attached HVAC Equipment List. The Respondent acknowledges that failure to propose lump sum, fixed price cost for annual HVAC Maintenance Services for each item of HVAC Equipment will result in rejection of the RFP Response for non-responsiveness. The proposed annual HVAC Maintenance charges for all HVAC Equipment are summarized below:

- 1.1. Initial Term of HVAC Agreement (Months 1-12). The aggregate cost of HVAC Maintenance Services for all HVAC Equipment for the Initial Term of the HVAC Agreement is _____ Dollars (\$_____).
- 1.2. 1st Renewal Term of HVAC Agreement (Months 13-24). If the District exercises the option to renew the Term for the 1st Renewal Term, the aggregate cost of HVAC Maintenance Services for all HVAC Equipment for the 1st Renewal Term of the HVAC Agreement is _____ Dollars (\$_____).
- 1.3. 2nd Renewal Term of HVAC Agreement (Months 25-36). If the District exercises the option to renew the Term for the 2nd Renewal Term, the aggregate cost of HVAC Maintenance Services for all HVAC Equipment for the 2nd Renewal Term of the HVAC Agreement is _____ Dollars (\$_____).
- 1.4. 3rd Renewal Term of HVAC Agreement (Months 37-48). If the District exercises the option to renew the Term for the 3rd Renewal Term, the aggregate cost of HVAC Maintenance Services for all HVAC Equipment for the 3rd Renewal Term of the HVAC Agreement is _____ Dollars (\$_____).
- 1.5. 4th Renewal Term of HVAC Agreement (Months 48-60). If the District exercises the option to renew the Term for the 4th Renewal Term, the aggregate cost of HVAC Maintenance Services for all HVAC Equipment for the 4th Renewal Term of the HVAC Agreement is _____ Dollars (\$_____).

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2. **Repair Services.** The following personnel labor charges are proposed for Repair Services requested under the HVAC Agreement.

General Repairs (Response time within 24 hours, 7:00 A.M. - 4:00 P.M., Mondays - Fridays, except for holidays)			
Name/Title	Initial Term	1 st Renewal Term	2 nd Renewal Term
Urgent Repairs (Response time within 4 hours, 7:00 AM - 8:00 PM, Mondays - Fridays, except holidays; Repair Request submitted to Contractor prior to 5:00 PM Mondays - Fridays require Contractor response time no later than 12:00 PM the following working day)			
Name/Title	Initial Term	1 st Renewal Term	2 nd Renewal Term
Emergency Repairs (Response time within 2 hours, 24 hours per day, 7 days per week, holidays included)			
Name/Title	Initial Term	1 st Renewal Term	2 nd Renewal Term

(Duplicate for additional personnel)

3. **Materials/Parts Mark-Up.** The Respondent proposes the following percentage mark-ups on the lowest commercially available price for materials/parts required to complete Repair Services:



Term of HVAC Agreement	Proposed Percentage Mark-Up
Initial Term	_____ Percent (____%)
1 st Renewal Term	_____ Percent (____%)
2 nd Renewal Term	_____ Percent (____%)

4. Authority. The undersigned is an employee of the Respondent and is duly authorized to: (i) complete and submit this Proposal responding to the RFP; and (ii) bind the Respondent to the proposed pricing set forth in this Proposal.

Dated: _____

By: _____

Title _____