



## REQUEST FOR PROPOSALS (RFP)

WestEd Procurement Department

<b>Title:</b>	HVAC Maintenance Agreement
<b>Issue Date:</b>	November 29, 2021
<b>Due Date :</b>	January 5, 2022
<b>RFP Contact :</b>	Oscar Leon, Procurement Manager
<b>Email :</b>	<a href="mailto:oleon@wested.org">oleon@wested.org</a>
<b>Phone :</b>	562.799.5149
<b>Proposal Delivery:</b>	<a href="mailto:oleon@wested.org">oleon@wested.org</a> (preferred)
	WestEd, Attn: Oscar Leon 4665 Lampson Ave Los Alamitos, CA 90720

**Note:** Proposal responses will be considered valid for a period of 120 calendar days after the proposal due date.

Updates, changes, or addendums to this RFP are posted at <https://www.wested.org/about-us/work-with-wested/>



## TABLE OF CONTENTS

1.	PURPOSE .....	1
2.	WESTED BACKGROUND .....	1
3.	AWARD OF CONTRACT .....	1
4.	TERM .....	2
5.	SCHEDULE OF EVENTS.....	2
6.	SOLICITATION FORM .....	3
7.	SCOPE OF WORK.....	4
8.	PROPOSAL OUTLINE .....	7
9.	EVALUATION AND SELECTION.....	9
10.	REJECTION OF PROPOSAL(S) .....	10
11.	QUESTIONS & POINT OF CONTACT .....	11
12.	ERRORS AND OMISSIONS .....	11
13.	ADDENDA .....	11
14.	CANCELLATION OF SOLICITATION .....	11
15.	DELIVERY OF PROPOSAL .....	12
16.	PROTESTS .....	12
17.	NOTICE TO FIRM(S) .....	12
18.	USE OF SEPARATE CONSULTANTS/CONTRACTORS & SUBCONSULTANTS FOR PORTIONS OF SERVICES .....	13
19.	COMPLIANCE WITH LAWS .....	13
20.	GENERAL PROVISIONS .....	13
21.	EXHIBIT A – EQUIPMENT SCHEDULE .....	15
22.	EXHIBIT B – INSURANCE REQUIREMENTS FOR HVAC MAINTENANCE PROVIDER .....	17

## **1. PURPOSE**

WestEd is soliciting proposals from qualified HVAC Service Providers for a two-year contract to provide HVAC preventative maintenance and repair services for WestEd's facility located at 730 Harrison Street, San Francisco, CA.

This request for proposal (RFP) contains background information on WestEd and specific information that must be included in the proposals submitted. An electronic PDF version or a physical copy of the proposal must be delivered no later than the posted deadline.

## **2. WESTED BACKGROUND**

WestEd is a not-for-profit research, development, and service agency that works with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults. WestEd has over 800 employees, located in 13 offices across the United States, and had revenue of \$164 million for Fiscal Year 2020.

WestEd is a Joint Powers Agency ("JPA") formed under the California Joint Exercise of Powers Act, California Government Code section 6500 et seq. and governed by public entities in Arizona, California, Nevada, and Utah. WestEd's Board of Directors is comprised of members representing agencies from these states, as well as other national education and business leaders. WestEd's income is tax exempt under Section 115 (1) of the Internal Revenue Code.

WestEd complies with the required federal regulations on procurement, as well as applicable State procurement law and procedures.

Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by WestEd to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when possible. The selected firm may be required to undertake affirmative steps to utilize such firms in subcontracts if this contract is federally funded. A firm qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201, Subsector 238220) by having average annual receipts for the last three fiscal years not exceeding \$16.5 million.

## **3. AWARD OF CONTRACT**

WestEd reserves the right to reject any and all proposals. Award, if any, will be to the bidder whose proposal best complies with all of the requirements of the RFP document(s) and any addenda. Written notification will be made to all bidders via a "Notice of Intent to Award". The notice is valid for five (5) consecutive working days prior to the award. Evaluation methodology and bases for award are described in the Evaluation and Selection section of this document.

#### 4. TERM

The term of any resulting agreement is for two (2) years, with WestEd’s option to extend the term by successive one (2) two-year terms, up to a total of 6 years, based upon performance, qualification, scope of services, and is subject to the same terms and condition of the initial agreement.

#### 5. SCHEDULE OF EVENTS

RFP Activity	Date
RFP Released	November 29, 2021
Jobsite visit*	December 21, 2021 @ 11am
Questions Due via email**	December 23, 2021
Response to questions posted	December 28, 2021
Proposal Submission Deadline	January 5, 2022
Interviews (if applicable)	January 10-13, 2022
Notice of Intent to Award	January 17, 2022
Contract Award	January 24, 2022
Commencement of Services	TBD

\*Attendance at the jobsite visit is required for all firms interested in submitting a proposal and all companies intending to submit a proposal should contact Oscar Leon ([oleon@wested.org](mailto:oleon@wested.org)) to confirm attendance at the jobsite visit. All responses to questions during the tour will be oral and in no way binding to WestEd.

Jobsite Walkthrough Information:

**Location: 730 Harrison Street San Francisco, California 94107 (meet in the lobby on the ground floor). Please wear a face covering and do not attend if you are not feeling well or have shown symptoms of Covid-19.**

\*\*Questions must be emailed to [oleon@wested.org](mailto:oleon@wested.org). Questions will be accepted and responded to via email ONLY.

The dates up to and including the “Proposal Submission Deadline” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice.

***PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.***

## 6. SOLICITATION FORM

If awarded, the undersigned offers and agrees to furnish the services listed in this RFP at the prices and terms stated, subject to mutually agreed upon terms and conditions. Additionally, the undersigned warrants and represents their authority to bind the firm into an agreement subject to the terms and conditions of this Request for Proposal.

Company Name:

Street Address:

City, State Zip:

Email:

Telephone:

By (Authorized Signature)	Date Signed:
Print name and title of Authorized Signatory	

ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS REQUEST FOR PROPOSAL WILL BE INCORPORATED INTO ANY RESULTING AGREEMENT.

***FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE***

## 7. SCOPE OF WORK

### General Information

Respondents must satisfactorily demonstrate to WestEd their ability to complete the required regular and preventative maintenance tasks with the existing equipment referenced in Section 21, Exhibit A: Equipment Schedule. Services shall include all labor, parts, components and materials. HVAC Service Provider shall follow all industry recognized standard practices for inspection and maintenance of commercial building HVAC systems (e.g., ANSI/ASHRAE/ACCA Standard 180-2018). All services shall be performed by qualified personnel. Provider will need to provide evidence of insurance according to the requirements listed in Section 22: Exhibit B Insurance Requirements and maintained the required insurance through the duration of the contract with WestEd.

### Safety and Health

HVAC Service Provider shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to Safety and Health. Regulators include but are not limited to OSHA, Bay Area Air Quality Management District, Department of Environmental Health and California Air Resources Board. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials and maintaining the cleanliness of all equipment and spaces containing HVAC equipment.

### General Preventative Maintenance

HVAC Service Provider shall provide all materials, equipment, and labor for preventative maintenance and repair services. Preventative maintenance service shall be performed regularly and include tasks that will be conducted routinely with the following categories: annual, seasonal, quarterly and monthly. Preventative maintenance should include, but not be limited to; inspect, repair as needed, and replace all failed, worn, stationary or moving components and or parts including but not limited to: refrigerant, oil, bearings, motor systems, seals, gears, burners, actuators, controls valves and switches. Filter and belt changes should also be included HVAC Service Provider's preventative maintenance plan. All preventative maintenance tasks should comply with equipment manufacturer's recommendations and warranties.

Firms submitting responses to this Request for Proposals should submit as part of its proposal an **Annual Schedule of Preventative Maintenance Service** that includes routine preventative maintenance checklists for annual, seasonal, quarterly, and monthly maintenance. Proposers should also submit for review how they will address smoke events, such as the annual fire season.

### General Scheduling

Before any work commences under this Contract, HVAC Service Provider must prepare and submit an **Annual Schedule of Preventative Maintenance Service**, acceptable to the individual assigned by WestEd's Property and Facility Management department to oversee this work.

HVAC Service Provider shall notify WestEd's Property and Facility Management department anytime Service Technicians arrive at a site.

Maintenance work or repairs shall be performed during the regular hours of 7:00 AM to 4:30 PM, Monday through Friday, unless agreed to by a designee from WestEd's Property and Facility Management department.

### **Emergency Service**

Work in this category is considered to be a safety concern and shall be performed by the HVAC Service Provider and at the direction of WestEd's Property and Facility Management department.

When notified by WestEd to respond to an emergency situation, the HVAC Service Provider shall be at the site in one (1) hour or less from the time of notification. HVAC Service Provider should have dispatch service where contact can be made 24 hours per day.

### **Authorization for Repairs**

HVAC Service Provider must obtain prior authorization for repairs or other work outside the scope of Preventive Maintenance. If a repair or replacement is needed, and determined to be outside of the contract, contractor shall prepare an itemized cost proposal to replace or repair and provide it to WestEd's Property and Facility Management department within 3 business days.

Equipment covered by original equipment manufacturers warranty will be repaired under warranty first unless agreed to be a representative from WestEd's Property and Facility Management department.

### **Service to be Performed**

This following detail about services to be performed is not intended to be exhaustive or be substituted for the recommendations that the HVAC Service Provider is expected to provide. Rather, it is intended to convey WestEd's expectations of the HVAC Service Provider's routine preventative maintenance tasks.

#### General

1. Check for general and overall condition of equipment.
2. Check for any unusual noises or vibrations.

#### Heating

1. Check combustion and main burners.
2. Check and clean all pilot assemblies.
3. Check flue.
4. Check for gas leaks.
5. Check thermostats.
6. Check all safety controls
7. Check and secure all wire connections.

8. Check heat exchangers for integrity and cracks.

#### Cooling

1. Check operation of controls.
2. Check thermostats.
3. Check voltage to compressors.
4. Check amperage of compressors.
5. Check for refrigerant leaks
6. Inspect condition of evaporator coils.
7. Inspect water-cooled condensers for Delta-T.
8. Check and secure all wire connections.
9. Check and clean all condensate drains.

#### Air handling

1. Replace filters per contract, per schedule and as necessary.
2. Check and clean filter cabinet.
3. Check and clear all condensate drains.
4. Lubricate all bearings and motors as needed.
5. Adjust fan belt tension and report any deficiencies.
6. Check voltage and amperage of all motors.

#### Boilers

1. Check burner ignition and all pilot assemblies.
2. Check each boiler's circulation pump.
3. Verify resistance values of all hot surface ignitors.
4. Check water make-up.
5. Check water strainer.
6. Check flue.
7. Check operation of all controls.
8. Check low water safety.
9. Wash combustion air intake filters.

#### Cooling Tower

1. Inspect condition of cooling tower components.
2. Check and clean strainer.
3. Check condition of water.
4. Verify operation and condition of chemical injection system.
5. Drain and flush out tower sump(s) as required.
6. Inspect and adjust water level controller as required.
7. Inspect tower sump(s) for scale, sediment, and algae.



8. Inspect operation of fan motor and controller.
9. Inspect belts and sheaves for wear, tension, and alignment.
10. Lubricate fan and motor bearing as required.
11. Inspect tower piping for support, rust leaks, etc.
12. Inspect tower vibration isolators for condition.
13. Inspect water spray nozzles and mist eliminator grids operation.
14. Lubricate pump bearing and motors as required.
15. Inspect pump starter and electrical components.
16. Check VFD motor enclosure for condition and operation of tower fan.
17. Check outdoor enclosure and controls for diverting valve.
18. Check condenser water loop pump operations.
19. Check pump seal.

#### Chillers

1. Check condition and operation of compressors.
2. Check condition and operation of hot gas bypasses.
3. Check for refrigerant leaks.
4. Check operation of all safeties.
5. Check and secure all wiring connections.

#### Water-source Heat Pumps

1. Check operation of all controls.
2. Check for refrigerant leaks.
3. Check water-source condensers.
4. Check operations of all safeties.
5. Check and secure all wiring connections.
6. Check and clear condensate.

## **8. PROPOSAL OUTLINE**

In order to simplify the review process and to obtain the maximum degree of comparability, the proposals must include the following items and be organized in the manner specified below.

i. Letter of Transmittal

A letter of transmittal briefly outlining the firm's understanding of the work and general information regarding the firm and individuals to be involved is limited to a maximum of two pages. The letter should clearly identify the local address of the office of the firm performing the work, the telephone number, and the name of the authorized representative. The letter shall include a clear statement from Proposer that this offer is binding and shall remain open for 120 days from the due date of this RFP and

acknowledges that its proposal cannot be withdrawn within that time without the written consent of WestEd.

ii. Table of Contents

Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the proposal.

iii. Solicitation Form

The Solicitation Form included in the RFP shall be included here.

iv. Profile of Firm Proposing

- a. State whether the firm is a local, national, or international firm and include a brief description of the size of the firm. State whether the proposer is a qualified small or minority-owned business, women's business enterprise or labor surplus area firm.
- b. State whether the firm is compliant with the registration and permit requirements to do business in California.
- c. Describe the local office from which the work is to be performed.
  - Location of office.
  - Current size of the office.
  - The size of professional staff by level, such as partner, manager and supervisor, senior, and other professional staff.

v. Qualifications

- a. Describe recent experience with similar engagements to which the proposal relates.
- b. Include resumes of all key professional members who will be assigned to the project. Résumés should be included for all professional members of the team. The résumés should include specific engagements or clients to whom similar services have been provided if possible.
- c. Describe the firm's policy on notification of changes in key personnel.
- d. Briefly describe the firm's system of quality control to ensure the work meets a high-quality standard.
- e. Include three client references.

vi. Scope of Services and Proposed Project Schedule

Describe the firm's understanding of the scope of services to be provided. This should include the proposing firm's **Annual Schedule of Preventative Maintenance Service** that shows routine preventative maintenance checklists for annual, seasonal, quarterly and monthly maintenance. Proposers should also submit for review how they will address smoke events, such as the annual fire season, and emergency service requests.

vii. Fees and Compensation

Provide the following information as relevant to the fee proposal:

- a. Estimated total hours.
- b. Estimated out-of-pocket expenses.
- c. The hourly rate by staff classification.
- d. The all-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded.
- e. The frequency and timing of the firm's billing process.
- f. Cost of additional related services if requested by WestEd.

If the fee is proposed under a different methodology (e.g., a fixed price for all services) please provide a basis for the proposed fee.

viii. Exceptions to RFP Requirements

Any exceptions to the requirements of this RFP shall be noted in the proposal. WestEd shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its contract requirements.

## **9. EVALUATION AND SELECTION**

All proposals shall be reviewed to verify the bidder has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content/requirements and quality standards, take unacceptable exceptions to WestEd's General Provisions (Section 20), or are nonresponsive to the required responses in this RFP will be eliminated from further consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by a WestEd Evaluation Team. WestEd may, at its discretion, request interviews/presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the firm's proposal. However, WestEd reserves the right to make an award without further discussion of the proposals submitted, select the response that best fits its needs, may choose to cancel the RFP, or to not select any firm. Therefore, proposals should be submitted on the most favorable terms, from both technical and price standpoints, that the firm can propose. WestEd contemplates award to the responsive, responsible firm whose proposal is the most advantageous to WestEd, based on the highest total points and its decision is final. The successful firm will enter into a written agreement with WestEd that will include service agreements and compensation agreements.

As a federal contractor, it is WestEd's policy to utilize, whenever possible, small businesses, disadvantaged small businesses, veteran-owned small businesses, minority-owned firms, and/or

woman-owned businesses. Therefore, firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

By use of numerical and narrative scoring techniques, proposals will be evaluated by WestEd against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown below.

<b>Criteria</b>	<b>Points</b>
1. Qualifications, experience, references, and ability to carry out the described work	35 points
2. Proposed methodologies and processes to accomplish work	25 points
3. Fees / expenses	25 points
4. Other factors, including completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere, SBA-WO-V etc.	10 points

## **10. REJECTION OF PROPOSAL(S)**

WestEd reserves the right in its sole discretion to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material requirement of the RFP or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. WestEd may or may not waive an immaterial deviation or defect in a proposal. WestEd's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a firm from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in WestEd's opinion the information was intended to mislead WestEd regarding a requirement of the RFP.

WestEd may reject a proposal from a firm it finds non-responsible. Any person or entity that has substantially assisted WestEd in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to WestEd shall constitute the firm's certification that the proposal is not collusive.

## **11.QUESTIONS & POINT OF CONTACT**

Questions and comments regarding this RFP must be in writing and received no later than the date indicated in Section 5, Schedule of Events. All questions will be responded to via email. Firm(s) invited to submit proposals understand and agree that they have an affirmative duty to inquire and seek clarification regarding anything in this RFP that is unclear or open to more than one interpretation.

WestEd, at its sole discretion, may make questions submitted by Firms and responses to the submitted questions available to all Firms.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to:

Oscar Leon  
Procurement Manager  
[oleon@wested.org](mailto:oleon@wested.org)

## **12.ERRORS AND OMISSIONS**

If prior to the Proposal deadline a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify WestEd of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline.

## **13.ADDENDA**

WestEd reserves the right in its sole discretion to revise or amend this RFP prior to the stated submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms are responsible for verifying they have received, and all proposals shall acknowledge receipt of, all addenda issued by WestEd relating to this RFP. Failure to acknowledge receipt of all such addenda may render a proposal nonresponsive.

## **14.CANCELLATION OF SOLICITATION**

This solicitation does not obligate WestEd to enter into an agreement. WestEd retains the right to cancel this RFP at any time for any reason. WestEd also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of WestEd to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

## **15.DELIVERY OF PROPOSAL**

Electronic copies of proposals must be received no later than the time and date indicated in Section 5, Schedule of Events. Any response received after this date may be returned or not considered. Responses should be submitted electronically to the Procurement Manager at [oleon@wested.org](mailto:oleon@wested.org). If bidders wish to also submit a hard copy of the proposal, it needs to be postmarked no later than the due date and mailed to 4665 Lampson Ave., Los Alamitos, CA 90720; Attn: Oscar Leon.

Submission of a proposal shall constitute the firm's representation that it has thoroughly examined and become familiar with the scope of work set forth in this RFP; understands the requirements of the scope of work, the nature of the work and all other matters that may affect the work; will honor its proposal for no less than 120 days after the submission date stated in this RFP (or until execution of a final contract with the selected firm, if sooner), and acknowledges that its proposal cannot be withdrawn within that time without the written consent of WestEd; will comply with all requirements set forth in this RFP, and in the ensuing contract, if any.

## **16.PROTESTS**

Following the selection of the apparent successful firm, WestEd shall notify all firms of its intent to award a contract to such firm. Any protest to the award of the contract to the apparent successful firm shall be submitted to WestEd in writing within no less than five (5) calendar days from the date of such notice. Any protest shall state with specificity the ground on which the protestor alleges the contract may not be awarded to the apparent successful firm. WestEd shall consider any properly submitted protest and may accept or reject such protest as it determines appropriate in its sole discretion.

## **17.NOTICE TO FIRM(S)**

All materials provided to WestEd become the property of WestEd and may be returned only at its sole discretion. All proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the California Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the firm as such, and the firm agrees to indemnify WestEd against any claim or action to compel disclosure of such portion of the proposal.

WestEd is not obligated to accept any proposal or to negotiate with any entity. All transactions are subject to the final approval of WestEd, which reserves the right to reject any and all proposals without liability. All costs directly or indirectly related to a response to this RFP will be borne by the firm.

## **18.USE OF SEPARATE CONSULTANTS/CONTRACTORS & SUBCONSULTANTS FOR PORTIONS OF SERVICES**

WestEd reserves the right to award all or only a portion of the work/scope of services that is the subject of this RFP to the successful proposer. This includes the right to award one or more portions of the services to a separate contractor if WestEd deems such award to be most advantageous to WestEd in its sole discretion. WestEd further reserves the right to review, approve, and/or reject any proposed subconsultants and/or subcontractors proposed by any proposer if deemed to be in the best interest of WestEd. Proposers acknowledge that if WestEd elects to award any such separate or independent contract the successful proposer shall coordinate its work with such separate contractors as directed by WestEd.

## **19.COMPLIANCE WITH LAWS**

Any Firm must affirmatively agree and certify that it will comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Any Firm must affirmatively agree to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

## **20.GENERAL PROVISIONS**

- A. Amendments to RFP. WestEd reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.
- B. No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit WestEd to award a contract. WestEd expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.
- C. Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if WestEd receives the amendment prior to the deadline stated herein for receiving Proposals.
- D. Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
- E. Late Proposals. WestEd will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for or acknowledged by WestEd.

- F. Withdrawal of Proposals. A Proposal may be withdrawn after it is received by written request signed by the Bidder or authorized representative, prior to the proposal submission deadline. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.
- G. Costs for Preparing. WestEd will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of WestEd. WestEd will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.
- H. Alternative Proposals. Only one final proposal is to be submitted by each Firm. Multiple proposals will result in rejection of all proposals submitted by the Respondent.
- I. Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.
- J. Non-Endorsement. If awarded, the bidder shall not issue any news releases or other statements pertaining to selection, which state or imply WestEd endorsement of bidder's services.
- K. Conflict of Interest. Bidders are advised that the bidder's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a WestEd decision.



## 21.Exhibit A – Equipment Schedule

The following information is provided to familiarize proposing firms with the equipment located at 730 Harrison. All proposing firms are required to attend the job walk in order to verify for themselves the status of the HVAC equipment and the accuracy of this information.

Location	Service Area	Manufacturer	Model #	Serial #	Year Installed	Additional Information
Penthouse	Building hot water loop	Pennant Laars				
Penthouse	Building hot water loop	Pennant Laars				
Penthouse	Water circ pump	Paco				
Penthouse	Circulation pump diverting valve	Paco				
Penthouse	Energy management control panel					Simple on/off schedule
Penthouse	Building pneumatic t-stats	Quincy	CSAA030VBL00			
Penthouse	Main pneumatic-electrical control panel					
Rooftop	Building cooling water loop	Evapco	USS 19-138	20P105954	2021	Under warranty
Rooftop	Building OSA ventilation	Trane	CSAA030VBL00		2021	Under warranty
Rooftop	Building exhaust					Belt-driven dome top fan
Floors 2-6	Pneumatic – electric control panel					
Floors 2-6	40-ton, floor-by-floor air service	Trane	SWAC4042C05200310A			15 air filters each
Floor 3	Supplemental air unit	Carrier	40-BA-009-300 PS1300			
Floor 3	Supplemental air - compressor condenser	United Technologies	I38HD			4 filters
Lobby	Lobby air	Trane	WPCA 0604 5BL DLST			
Retail (ground floor)	Medical center air	Mammoth Industries	D062HHN			

Location	Service Area	Manufacturer	Model #	Serial #	Year Installed	Additional Information
Retail (ground floor)	Medical center air	Mammoth Industries	D062HHN			
Parking	Exhaust fan	Dayton	1 3C415H			Belt driven, trans-axial
Parking	Exhaust fan	Dayton	1 3C415H			Belt driven, trans-axial

## **22.Exhibit B – Insurance Requirements for HVAC Maintenance Provider**

### **Workers' Compensation & Employer's Liability (With Excess Liability Policy)**

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to WestEd.
2. Employer's Liability for not less than \$2,000,000 per Person/Accident
3. Waiver of Subrogation in favor of WestEd

### **Comprehensive General, Automobile Liability & Excess Insurance**

1. With Bodily Injury and Property Damage Liability limits of not less than \$2,000,000 each occurrence/\$3,000,000 aggregate, your policy must include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury and Contractual Liability coverage. Contractor's Pollution and Professional Liability required if applicable to contract.
2. WestEd, their directors, officers, employees, volunteers, representatives and agents shall be named as Additional Insureds and the proper endorsement attached.
3. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #2 above. Waiver of Subrogation in favor of WestEd.
4. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to WestEd.

All Certificates & Endorsements are to be addressed and sent to WestEd at:

WestEd

Attention: Jonathan Mills, Director, Property & Facilities Management

730 Harrison Street

San Francisco, CA 94107

[jmills@wested.org](mailto:jmills@wested.org); 415-615-3114