



City of Green River City Council Meeting Agenda Documentation

Preparation Date: June 7, 2016	Submitting Department: Parks and Recreation
Meeting Date: June 21, 2016	Department Director: Brad Raney
	Presenter: Brad Raney

Subject: Approval of maintenance agreements with Long Mechanical Solutions for HVAC services at City Facilities in the amount of \$21,468.00

Background/Alternatives

The City of Green River solicited proposals for HVAC maintenance and repair services for the following buildings and facilities: Recreation Center, City Hall, Expedition Island Pavilion, the Animal Control Facility and the Police Department. In an effort to allow for fiscal responsibility the contract is a 3 year contract for HVAC, maintenance and repair services, to be reviewed annually, with the option of extending the contract for two additional one year periods under the terms and conditions of the original contract dated June 22, 2016.

Attachments

Agreement for HVAC Maintenance and Repairs

Fiscal Impact

Funds are budgeted for maintenance, this amount represents a \$4,500.00 savings to the City over last year's agreement.

Staff Impact

The contract allows the City to address HVAC maintenance and repair issues and do so in a fiscally responsible manner.

Legal Review

Pending Legal Review

Suggested Motion

I move to authorize the Mayor to sign the agreements with Long Mechanical Solutions to provide HVAC Maintenance Service to City owned facilities



MECHANICAL SOLUTIONS

3534 Salt Creek Hwy
Casper, WY 82601
307-265-5997
307-265-0120
dburd@long.com
www.long.com

Service Proposal for the Recreation Center

Quote Number:	Rec Center	May 2, 2016	Page 1 of 3
Customer:	City of Green River 1750 Hitching Post Green River, WY 82935		
Equipment Location:	Recreation Center 1750 Hitching Post Green River, WY 82935		

GENERAL CONDITIONS

SERVICE: This service labor is designed to protect and extend the life of your capital investment in the HVAC and building automation equipment covered by this proposal. Additional benefits include maintaining operating efficiencies, system reliability and to help maintain a comfortable environment for your buildings occupants. Service will be scheduled, on a regular basis by our service tasking program which is based on manufacturers' recommendations, equipment application, run time, age and our own experience.

Predictive Maintenance will be realized as our technicians become familiar with your equipment and facility through performing the preventive maintenance tasks. This allows us to see, and correct, most potential failures before they cause an emergency shutdown. Equipment tasking templates are used to record the services performed during the preventive maintenance visit. LONG Mechanical Solutions shall retain and manage the task templates.

TECHNICIANS: Trained and skilled technicians will perform the work required under this agreement utilizing advanced service procedures and state-of-the art tools. Ongoing training is given to our technicians to assure maximum service performance.

SERVICE REPORT: Our service report is used to provide communications between our customer and LONG Mechanical Solutions. A service report will be provided after each service visit. These service reports shall describe the work performed, list any deficiencies found and provide recommendations for required repairs.

QUALITY PERFORMANCE: LONG Mechanical Solutions is committed to providing quality service to our customers within the provisions, terms and conditions of this agreement. In order to maintain our high quality standards we will periodically ask you for feedback on the services performed under this agreement. We also welcome your unsolicited comments at any time.

COMPLIANCE WITH LAWS AND REGULATIONS: Refrigerant management is an ongoing service provided to all of our customers. LONG Mechanical Solutions will comply with regulations concerning the proper handling of refrigerants.



MECHANICAL SOLUTIONS

Quote Number:	Rec Center	May 2, 2016	Page 2 of 3
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Coverage: This agreement covers only the equipment and systems listed in the equipment section of this agreement, and only for the coverage included below and additionally detailed on the equipment pages. See attached planning work sheet.

HVAC-Inspection & Preventive Maintenance Coverage

Inspection and Preventive Maintenance coverage includes the labor and materials required to perform preventive maintenance on the equipment listed in the equipment section of this agreement. Work performed during this inspection will be recorded on the task templates.

Excluded Maintenance Services

Air Filter Service
Belt Service
Repair Labor – Repair labor and material will be additional for the services.
Owner's responsibilities will be to provide preventive maintenance to the equipment highlighted in yellow. This includes air filters and belts. The owner's representatives will change all air filters and belts.



MECHANICAL SOLUTIONS

Quote Number:	Rec Center	May 2, 2016	Page 3 of 3
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Duration: The Duration of this agreement is for 1 year. The agreement will go into effect on July 1, 2016 and will continue through May 31, 2017.

After the initial agreement period, this agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the agreement renewal date.

PAYMENT FOR SUPPLEMENTAL SERVICES: Additional services, beyond the scope of this agreement, will be furnished upon request with proper authorization. All additional services not covered under this agreement and separately contracted will be invoiced by LONG and payable by customer at preferred contract customer rates.

YOUR ANNUAL INVESTMENT FOR THIS AGREEMENT IS:

Seven Thousand Five Hundred Thirty-two Dollars..... **\$7,532.00**

Billed Quarterly at \$1,883.00 (payment terms net 30 days).

This price will be held firm for 30 days. Please review this agreement and let us know if you have any questions. If this agreement is acceptable, please acknowledge below and return by fax or mail. Thank you for considering LONG Mechanical Solutions for this work.

Your building technology partner,

Accepted by,

Duane Burd
Service Account Manager

Authorized Signature

Date: 5-2-2016

Printed Name

Rec Center

Date: _____ PO #: _____

Green River Rec Center
 Contact: Erika

Scheduling Worksheet and What type of Maintenance Required
 Owner supplies air filters and belts

EQUIPMENT DESCRIPTION	Location/Area Served	Unit ID	Coverage	January	February	March	April	May	June	July	August	September	October	November	December
				Type of Inspection											
McQuay condenser	Roof						Task 82A			Task 86B					
Trans condensing unit	Gym/Outside						Task 30A			Task 30B					
PK Boilers (5)	Mech. Room			Task 30B			Task 30B			Task 30E			Task 30A		
BOHN air handlers (4) Change air filters quarterly	Mech. Room			Task 19B			Task 19A			Task 19B			Task 19B		
Unit heaters (8)	Building			Task 82A									Task 86A		
Exhaust Fans (3)	Building						Task 70A								
VAV boxes / Thermostats (17)	Admin area						Task 203A						Task 203A		
Controls Digital	Building			Task 30			Task 30			Task 30			Task 30		
Heat Exchangers (3)	Boiler room, pool, spa			insp											
Hot water pumps (9)	Building			Task 19B			Task 19B			Task 19B			Task 19A		
Fan powered VAV Boxes with filters change quarterly (8)	Building						Task 201A								
DDC Controls upgrade Jace software	Building			Task 29											
Cabinet Heaters (5)	Building Entrance			Task 84A									Task 84A		

LONG DOES PM
 Owner does PM

City of Green River, Wyoming

HVAC maintenance services agreement

The City of Green River HVAC maintenance service agreement for:

Green River Recreation Center

The work to be performed for this SERVICE AGREEMENT is noted in the General Requirements, Terms and Conditions, Clarification of Services, and Non-Destructive Testing Services. Each of the 4 city buildings and facilities HVAC maintenance services are itemized by an Equipment and/or Controls Device List, Service Agreement Summary, and Task Action List. Vendor is noted as VENDOR and the City of Green River is noted as CITY in this SERVICE AGREEMENT.

These specifications include:

- A. General Requirements
- B. Clarification of Services
- C. Non Destructive Testing Services
- D. Non Destructive Testing Services / When Necessary
- E. Task Action List
- F. Tasks to be performed
- G. Environmental Health and Safety
- H. Terms and Conditions
- I. Agreement Form
- J. Attachment A – Company information
- K. Attachment B – Contact information
- L. Attachment C – Reference information
- M. Attachment D – Conflict of interest form

Please read through the entire SERVICE AGREEMENT before your submittal. If you have questions relating to the required information or you need clarification, please contact:

Brad Raney
Parks and Recreation Director
Phone: (307) 872-6147
E-Mail: braney@cityofgreenriver.org

GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State or National) and the requirements of the Wyoming prevailing state safety regulations as they pertain to local governments.
- b. The VENDOR shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work. The VENDOR and the CITY will work closely together to obtain CITY building permits and any other permits necessary as a part of this Agreement (if applicable).
- c. All equipment, materials, etc., specified to be removed from the site shall become the property of the VENDOR, unless otherwise stated.
- d. All service repair work will be left in a clean safe and workable condition.
- e. VENDOR shall ONLY service what they are instructed to (per the maintenance services agreement)
- f. If there are any questions regarding service work that is to be done, it will be the responsibility of the VENDOR to contact the designated CITY representative and request clarification before proceeding.
- g. It will be required that the VENDOR diagnose any problem(s) and notifies the designated CITY representative prior to initiating any service work outside the scope of the Agreement.
- h. The VENDOR must work as quickly and efficiently as is possible. All service and/or repairs are to be first class quality.
- i. By executing this Agreement the VENDOR represents that he has familiarized himself with the local conditions under which the work is to be performed.
- j. In the event of accidental site damage, it will be the responsibility of the VENDOR to return the site to its original condition at no cost to the CITY.
- k. If temporary repairs are needed due to an emergency, the VENDOR is instructed to do so at the direction the CITY's designated representative.
- l. All permanent repairs must be made as soon as possible. This must be done within five (5) calendar days after the problem has been diagnosed and approval to proceed by the CITY has been given.
- m. It will be the responsibility of the VENDOR to leave the area in a clean, "broom swept" state. VENDOR's employees must remove all debris generated while conducting service and/or making repairs.

PERSONNEL

Under this agreement: All services will be performed using professionally trained personnel who are specialists in the Heating, Air Conditioning, Ventilation, Pneumatic and Digital Control systems service and maintenance.

EMERGENCY SERVICES

Emergency service will be provided: 24 hours per day, 365 days per year with a 6 hour maximum response time.

REPORTS

A detailed customer service report (CSR) for each inspection will be delivered to the CITY upon completion of each maintenance and/or inspection visit. This report will include any equipment log readings taken during inspection and will include when applicable recommendations as to: The condition of equipment, any necessary repairs or replacement of defective parts, recommendations to improve system performance, reliability, and operating efficiency.

EMERGENCY CALLS (Unscheduled Service)

Emergency Calls shall be provided when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Service calls will be completed during normal business hours and within 6 hours that the work order/call was made. VENDOR to work with

CITY on mutually agreed upon unscheduled service calls (ex: during freezing periods). Nuisance calls in which no problem exists or calls in which the problem is not with the covered equipment will be considered repair services and will be billable.

REPAIR SERVICES

Additional Repair services not covered under this agreement will be performed only upon proper authorization from the CITY. All additional work performed over and above this agreement will be at an additional charge to CITY and will be quoted with a written agreement.

MINOR REPAIRS

Minor repairs are included in this AGREEMENT; minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routine expendable parts, controls, switches and indicator lamps. Labor and/or Materials are to be included as indicated in this AGREEMENT.

MAJOR REPAIRS

Major repairs not included in this AGREEMENT; major repairs consist of the repair or replacement of moving parts, motor stators, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond VENDOR's control as stated in General Provisions). Major Repairs include dip and bake motor windings where applicable. Labor and/or Material is to be included as indicated in this AGREEMENT.

CLARIFICATION OF SERVICES

REFRIGERANT MATERIAL

Refer to attached maintenance schedule

REFRIGERANT LEAK REPAIR LABOR

Refrigerant leak repair labor not included as indicated in this AGREEMENT. Leak repair labor consists of tightening bolts and flange fittings, replacing gaskets, replacing O-rings and if necessary welding, soldering or brazing to stop leaks of components or any refrigerant piping on or between two or more pieces of equipment.

FIRESIDE & FLUE CLEANING

Fireside and flue cleaning is not included in this AGREEMENT. The fireside and flue passages are to be cleaned at the intervals indicated in this AGREEMENT for Boilers and Heating equipment.

TUBE REPAIRS- EVAPORATOR/COOLER WATER SIDE

Repair or replacement of tubes is not included in this AGREEMENT. For this service refer to the attached maintenance schedule

TUBE REPAIRS-AIR COOLED CONDENSOR

Repair or replacement not included in this AGREEMENT. This service covers the repair or replacement of condenser tubes or replacement of condenser coils that may have failed as a result stress or fatigue from the airside of the equipment.

DRIVE BELTS

Drive Belts for air handlers will follow the attached service schedule

LUBRICATION

Lubrication will follow the attached service schedule.

FILTERS

Filter maintenance will follow the attached service schedule.

CONTROLS

Controls and controls support are included in this AGREEMENT; VENDOR to provide **8** hours of control support annually in the form of training, over the course of the agreement. Training will be off site.

Note: VENDOR can provide at additional cost technical assistance from their staff of Control Engineers and Technicians. Backup services on DDC system program to retain (off site) a backup copy of DDC program and/or related software. Technical assistance can include but is not limited to: repair, replacement, engineering, operational or technical advice on the use of the controls and/or components. If remote access is necessary, the CITY shall provide the access to the control system through the use of its phone line and modem.

WINTERIZING

Seasonal Winterizing is not included in this AGREEMENT. Seasonal Winterizing as indicated in this AGREEMENT is to be included to prepare for winter operation by draining. Blow-drying or circulating anti-freeze (where applicable) will be performed at an additional cost.

Note: It may be necessary to install valves and fittings (not included herein) if not presently available.

NON DESTRUCTIVE TESTING SERVICES:

FLUE GAS ANALYSIS

Flue Gas Analysis is included in this AGREEMENT. VENDOR to provide Flue Gas Analysis will be performed on each of the five main boilers annually. The burners will be adjusted to allow for maximum efficiency's. The readings will be recorded and discussed with CITY personnel.

FIRESIDE & FLUE CLEANING

Fireside and flue cleaning is not included in this AGREEMENT. The fireside and flue passages are to be cleaned at the intervals indicated in the AGREEMENT for Boilers and Heating equipment.

OIL ANALYSIS

Oil analysis not included in this AGREEMENT. Oil Analysis will be provided as indicated in the AGREEMENT. After the completion of each analysis VENDOR shall interpret the results and provide a written report to the CITY including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this AGREEMENT,

VENDOR shall schedule and complete such action(s) and inspection includes the heat exchanger, Head Removal and Replacement by VENDOR only if indicated in this AGREEMENT.

NON DESTRUCTIVE TESTING REQUIREMENTS - WHEN NECESSARY:

1. Vibration: Initial baseline readings must be taken, testing will determine changes in base line reading that result from changing conditions or ware.
2. Balancing: Pulleys, belts, sheaves, and U-joints must be new or in new condition prior to balancing.
3. Oil Analysis: required samples must be taken while machine is in operation or within a short period of time there after. Samples must be collected in a clean container and must be immediately sealed to eliminate contamination. VENDOR responsible for collection and sample analysis and written report submitted back to the CITY.
4. Thermography: Systems to be tested must be in operation and operating in a fully loaded condition.
5. Boiler analysis: Boiler must be in operation and up to design operating temperatures.
6. Motor Insulation Testing: Motors to be tested must not be operating in a vacuum, submerged or in contact with conductive materials.
7. Eddy Current Testing: tubes that are to be tested must be free of all restrictions and cleaned prior to testing.

Fan Shaft Bearing Lubrication Instructions:

Shaft Size	Lubrication Schedule										Amount of Grease (ounces)
	Speed of Bearing (RPM)										
	300	500	700	900	1100	1300	1500	1800	2400	2700	
1 7/16	7220	4265	3000	2300	1850	1545	1315	1070	760	680	0.33
1 1/2	6775	4265	3000	2300	1850	1545	1315	1070	760	680	0.33
1 11/16	6775	3995	2800	2140	1715	1425	1210	980	690	595	0.35
1 3/4	6775	3995	2800	2140	1715	1425	1210	980	690	595	0.35
1 15/16	6400	3760	2630	2000	1600	1325	1120	900	625	535	0.37
2	6400	3760	2630	2000	1600	1325	1120	900	625	535	0.37
2 3/16	6070	3555	2475	1880	1495	1230	1040	830	565	480	0.45
2 7/16	5530	3215	2220	1670	1320	1075	900	705	465	385	0.67
2 1/2	5530	3215	2220	1670	1320	1075	900	705	465	385	0.67
2 11/16	5090	2935	2010	1495	1170	945	780	600	375	300	0.72
2 3/4	5090	2935	2010	1495	1170	945	780	600	375	300	0.72
2 15/16	5090	2935	2010	1495	1170	945	780	600	375	300	0.72

Lubricate with a Grade 2 lithium or non-soap base grease having an oil viscosity of 500-100 1000 SUS at 100 F.

Shaded area indicate relubrication intervals in operating hours.

For smaller fan shaft bearings operating 5,000 hours or less annually in normal duty application,

Shaft sizes of 1" to 1-3/8" lubricate annually with 2 to 3 full strokes with standard 6,000 psi grease gun.

Shaft sizes of 15/16" or less, lubricate annually with 1 to 2 full strokes with standard 6,000 psi grease gun.

Some suggested greases are: Amoco Rykon Premium Grease No. 2, Texaco Premium RB, Mobil Mobilith AW2, Shell Alvania Grease 2, Gulfcrown Grease No. 2, Shell Alvania # 2.

Do not over lubricate / clean excessive grease from bearings

Motor Bearing Lubrication Instructions

Motor Bearing Lubrication Instructions: Hours of Service per Year	Suggested Re-lubrication Intervals		
	Motor NEMA Frame Size		
5,000	42 to 215T	254 to 326T	364 to 447T
	5 years	3 years	1 year
Continuous Normal Application	2 years	1 year	9 months
Seasonal: motor idle for > 6 months	1 year	1 year	1 year
Continuous: High Temperature	6 months	6 months	3 months

Motors in NEMA 215 frame and smaller: Use 1 to 2 strokes

Motors in NEMA 254 thru 365 frame: Use 2 to 3 strokes

Motors in NEMA 404 frames and larger Use 3 to 4 strokes

Caution: Lubricate all motors at a standstill. On motors having drain plugs, remove grease drain plug and operate motor for 20 minutes before replacing drain plug.

ENVIRONMENTAL, HEALTH AND SAFETY

VENDOR is committed to conducting its operations in compliance with all environmental regulations. Environmental, health and safety goals include preventing incidents that harm the environment, accidental injury to its employees and visitors, and/or exposure to harmful chemical or physical agents. Goals also include the elimination of accidents that cause property loss, environmental damage, or result in the interruption of VENDOR responsibilities. To achieve these goals, environmental and safety rules and procedures will be enforced equally with production, quality, cost and ethical standards. Objective is to provide quality products and services while actively conserving natural resources. VENDOR believes that all accidents and undesirable environmental incidents are preventable. Furthermore, every job should be done safely and in an environmentally-sound manner. Realization of these goals and objectives will demand maximum effort from VENDOR.

VENDOR's responsibilities:

- A. Create and maintain "Safety Awareness". Safety is everyone's responsibility, therefore make safety an integral part of every service job.
- B. Strive to maintain a hazard-free work environment by requiring everyone to provide special attention to the equipment, processes and procedures utilized in the performance of work.
- C. Provide for the safeguarding of employees while improving the effectiveness of quality assurance and customer satisfaction programs.
- D. Ensure compliance with applicable standards, regulations and codes established by local, state and federal agencies (re: OSHA).
- E. Utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.
- F. Provide VENDOR service operations with effective training based on both OSHA and VENDOR Safety Standards in the recognition, evaluation and control of hazards and dangerous work procedures and performances.
- G. Establish safety kits to provide proper employee protective equipment for assigned tasks.
- H. Establishment of procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, methods for accounting for employees in natural disasters.

TERMS AND CONDITIONS:

1. **PAYMENT** - No invoices will be paid without the proper information attached. The City of Green River, Wyoming (CITY) is a TAX-EXEMPT entity (TAX ID # 83-6000065) therefore does not pay taxes. CITY reserves the right to pay invoices at a minimum of 45-calendar days.
2. **WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during VENDOR's normal working hours unless otherwise agreed by CITY and VENDOR.
3. **ADDITIONAL SERVICE** - Services or parts requested by CITY in addition to those specified in this Agreement will be provided upon receipt of CITY's written authorization and invoiced at VENDOR labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS** – VENDOR is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports,

grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. VENDOR is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, or any other cause beyond VENDOR's control.

VENDOR is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that VENDOR encounters any asbestos product or any hazardous material in the course of performing its work, VENDOR may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. VENDOR shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

VENDOR shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, State, municipal or other authority. However, in the event any such recommendations occur, VENDOR at its option may submit a agreement for CITY's consideration in addition to this Agreement. VENDOR shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**– VENDOR warrants that all service provided under this Agreement shall be performed in a workmanlike manner. VENDOR also warrants all VENDOR parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, VENDOR shall repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to VENDOR in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR's obligations to repair, replace, or issue credit for any defective parts, components or service shall be CITY's exclusive remedy.
6. **PROPRIETARY RIGHTS**– During the term of this Agreement and in combination with certain services, VENDOR may elect to install, attach to CITY equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of CITY. No devices installed, attached to real property or portable device(s) shall become a fixture of the CITY locations. CITY shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on CITY equipment.
7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CITY RESPONSIBILITIES:**
 - Provide a safe work environment.

- Permit access to CITY sites, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify VENDOR of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow VENDOR to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where VENDOR's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- 9. EQUIPMENT CONDITION & RECOMMENDED SERVICE**– Upon the initial scheduled operating and/or initial annual stop inspection, should VENDOR determine the need for repairs or replacement, VENDOR will provide CITY in writing an ‘equipment condition’ report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event VENDOR recommends certain services (that are not included herein or upon initial inspection) and if CITY does not elect to have such services properly performed in a timely fashion, VENDOR shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. VENDOR at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
- 10. CITY TERMINATION** – CITY shall have the right to terminate this Agreement for VENDOR's non-performance provided VENDOR fails to cure such non-performance within 30 calendar days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, VENDOR shall have free access to enter CITY locations to disconnect and remove any VENDOR proprietary property or devices as well as remove any and all VENDOR owned parts, tools and personal property. Additionally, CITY agrees to pay VENDOR for all incurred but unamortized service costs performed by VENDOR including overheads and a reasonable profit.
- 11. VENDOR TERMINATION** – VENDOR reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between CITY and VENDOR.
- 12. WASTE DISPOSAL**– VENDOR is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 13. MUTUAL DISCLAIMER** - Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.
- 14. GOVERNMENT PROCUREMENTS**- VENDOR offers standard commercial items which may not comply with Government specifications. VENDOR does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall VENDOR provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

15. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. CITY may assign this Agreement only with VENDOR's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. SERVICE MEETING - Under the terms of this Agreement it will be required that a representative from the VENDOR meet with CITY officials after the Agreement has been signed and approved in order to discuss procedures for service, the terms of the Agreement and any other questions either party may have. This will be considered an introductory meeting.

17. INSURANCE - The VENDOR shall furnish and keep in force for the life of this Agreement the following insurance coverage:

- a. All insurance must be maintained at the VENDOR's expense.
- b. Workers' Compensation coverage and Wyoming unemployment insurance (per Wyoming law).
- c. VENDOR's General Liability insurance must be maintained at VENDOR's expense.
- d. Broad form Commercial General Liability coverage written on a "per occurrence" basis and with an aggregate cap no less than \$1,000,000.
- e. Automobile Liability Coverage, including coverage for owned, hired or borrowed auto: \$1,000,000 CSL
- f. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 CSL (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability.)

All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 calendar days prior to expiration of a policy period, must be submitted with the agreement and on file with CITY prior to commencement of an Agreement.

The VENDOR agrees to be responsible for, and to protect, save harmless, and indemnify the CITY and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the CITY or for which the CITY may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the VENDOR under this Agreement.

18. CONTACT INFORMATION -

Under no circumstances shall any service calls be received by the VENDOR by any source other than those persons listed below. The VENDOR shall make no plans to repair any item for the CITY without the explicit permission of **one of** the following:

- a. **Brad Raney**, Director of Parks & Recreation, 307-872-6147
- b. **Doug Stewart**, Parks, Facilities Project Manager, 307-872-6153
- c. **Mike Tollefson**, Parks Maintenance Operator, 307-870-6453

19. SERVICE RESPONSE TIME -

All calls for service shall be returned within one (1) business day. All emergency service work must commence within six (6) hours of receiving the request for service from the CITY. Service must be provided on a 24 hour per day, 7 day per week basis. If the VENDOR fails to respond in the required time period, this may be grounds for cancellation of this Agreement. The successful VENDOR must provide at least two contact telephone numbers and E-Mail Addresses.

Emergency repairs clarification: What is deemed as an emergency repair; anytime a change or loss of service could result in a danger to or loss of life, or where damages to equipment or property could result from no action being taken.

Minor repairs clarification: What is deemed as a minor repair: For the purpose of this clarification minor repairs are items not covered in any other portion of the request for agreement and are for items which are generally small in nature and do not require a significant amount of time or resources. An example is a repair of gaskets on valves,

Refrigeration percentage clarification: What is deemed as refrigeration percentage; 5% loss needs to be taken care of by the VENDOR on an annual basis.

20. EXTENSION OF CONTRACT -

This contract may be extended by CITY for two additional one year periods under the terms and conditions of the original contract. Such written notice shall be given at least 45 calendar days prior to the expiration date of each contract period. If CITY elects to exercise this option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall be the contract prices of the original contract.

In signing this agreement, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit an agreement; that this Agreement has been independently arrived at without collusion with any other contractor, competitor or potential competitor; that this Agreement has not been knowingly disclosed prior to the opening to any other contractor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Agreement, hereby agrees with all the terms, conditions, and specifications required by in this Request for Agreement, Agreement Form and its Attachments and declares that the attached Agreement and pricing are in conformity therewith.

Name

Title

Signature

Company

Address: (Street, City, State, Zip Code)

Telephone

FAX

E-Mail Address

Date

(SEAL)

ATTEST:

Name:

Title:

ATTACHMENT A – CONTACT INFORMATION

For service calls Monday through Friday, between 8:00 A.M. and 5:00 P.M., exclusive of holidays, the contact person will be:

Primary
Contact: _____
Person's
title: _____
Person's
telephone #(s): _____
Secondary
Contact: _____
Person's
title: _____
Person's
telephone #(s): _____

All calls must be returned within one (1) hour.

REQUIRED AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday through Friday, between 5:00 P.M. and 8:00 A.M. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

Primary
Contact: _____
Person's
title: _____
Person's
telephone #(s): _____
Secondary
Contact: _____
Person's
title: _____
Person's
telephone #(s): _____

All calls must be returned within one (1) hour.

TACHMENT D - CONFLICT OF INTEREST DISCLOSURE

The purpose of this questionnaire is to disclose any interests or affiliations that you or members of your immediate family (i.e., spouse, child, parent, sibling, in-law, or any person living in the same household) may have that, when considered in light of your relationship with the City which may create a conflict of interest. A conflict of interest exists (1) when an individual is in a position where he or she may obtain an improper gain or advantage as a result of his or her activities on behalf of the City; or (2) when he or she is in a position where he/she may have to choose whether to advance his/her own interests (or those of another) rather than the interests of City. Conflicts of interest do not necessarily involve intentional wrongdoing, but can result from a combination of completely innocent circumstances. Although it is impossible to list every circumstance that may cause conflicts of interest, a number of potential problem areas are outlined below. Please indicate under each numbered heading any possible or potential conflict of interest that you may have, or write "None" where applicable.

1. Please disclose any affiliation, whether direct or indirect, that constitutes a source of income or credit to your company, the Board of Directors and/or the employees of the contractor or members immediate their family, which might reasonably be deemed to involve a possible conflict of interest between you and the City, including, but not limited to, a proprietorship, partnership, stock, ownership of a non-publicly-owned corporation's outstanding shares or other securities, or any employment, indebtedness, or contractual relationship with any such entity.
2. Please disclose all business corporate or other organizational directorships or official positions held by your company, the Board of Directors and/or employees of the contractor or members immediate their family.
3. Please disclose all charitable corporate or other organizational directorships or official positions held by your company, the Board of Directors and/or employees of the contractor or members immediate their family.
4. Please disclose all relationships and affiliations held by you or by any member of your immediate family which might reasonably be deemed to be within the spirit (if not the letter) of the foregoing questions, bearing in mind that the purpose of this questionnaire is to enable you and the City to protect you from the consequences of a real or apparent conflict of interest. Our goal is to avoid both actual impropriety and the appearance of impropriety.

Name of Individual	Explanation of Conflict
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City of Green River, Wyoming
Request for Proposals (RFP)
HVAC maintenance services agreement

The City of Green River is seeking Request for Proposals for the following buildings and facilities:

Green River City Hall
Pavilion on Expedition Island Park
Animal Control Building
Police Department Building

The work to be performed for this RFP is noted in the General Requirements, Terms and Conditions, Clarification of Services, and Non-Destructive Testing Services. Each of the 4 city buildings and facilities HVAC maintenance services are itemized by an Equipment and/or Controls Device List, Service Agreement Summary, and Task Action List. Vendor is noted as VENDOR and the City of Green River is noted as CITY in this RFP.

These specifications include:

- A. General Requirements
- B. Clarification of Services
- C. Non Destructive Testing Services
- D. Non Destructive Testing Services / When Necessary
- E. Task Action List
- F. Tasks to be performed
- G. Environmental Health and Safety
- H. Terms and Conditions
- I. Proposal Form
- J. Attachment A – Company information
- K. Attachment B – Contact information
- L. Attachment C – Reference information
- M. Attachment D – Conflict of interest form

Please read through the entire RFP before your submittal. If you have questions relating to the required information or you need clarification, please contact:

Brad Raney
Parks and Recreation Director
Phone: (307) 872-6147
E-Mail: braney@cityofgreenriver.org

GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State or National) and the requirements of the Wyoming prevailing state safety regulations as they pertain to local governments.
- b. The VENDOR shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work. The VENDOR and the CITY will work closely together to obtain CITY building permits and any other permits necessary as a part of this Agreement (if applicable).
- c. All equipment, materials, etc., specified to be removed from the site shall become the property of the VENDOR, unless otherwise stated.
- d. All service repair work will be left in a clean safe and workable condition.
- e. VENDOR shall ONLY service what they are instructed to (per the maintenance services agreement)
- f. If there are any questions regarding service work that is to be done, it will be the responsibility of the VENDOR to contact the designated CITY representative and request clarification before proceeding.
- g. It will be required that the VENDOR diagnose any problem(s) and notifies the designated CITY representative prior to initiating any service work outside the scope of the Agreement.
- h. The VENDOR must work as quickly and efficiently as is possible. All service and/or repairs are to be first class quality.
- i. By executing this Agreement the VENDOR represents that he has familiarized himself with the local conditions under which the work is to be performed.
- j. In the event of accidental site damage, it will be the responsibility of the VENDOR to return the site to its original condition at no cost to the CITY.
- k. If temporary repairs are needed due to an emergency, the VENDOR is instructed to do so at the direction the CITY's designated representative.
- l. All permanent repairs must be made as soon as possible. This must be done within five (5) calendar days after the problem has been diagnosed and approval to proceed by the CITY has been given.
- m. It will be the responsibility of the VENDOR to leave the area in a clean, "broom swept" state. VENDOR's employees must remove all debris generated while conducting service and/or making repairs.

PERSONNEL

Under this agreement: All services will be performed using professionally trained personnel who are specialists in the Heating, Air Conditioning, Ventilation, Pneumatic and Digital Control systems service and maintenance.

EMERGENCY SERVICES

Emergency service will be provided: 24 hours per day, 365 days per year with a 6 hour maximum response time.

REPORTS

A detailed customer service report (CSR) for each inspection will be delivered to the CITY upon completion of each maintenance and/or inspection visit. This report will include any equipment log readings taken during inspection and will include when applicable recommendations as to: The condition of equipment, any necessary repairs or replacement of defective parts, recommendations to improve system performance, reliability, and operating efficiency.

EMERGENCY CALLS (Unscheduled Service)

Emergency Calls shall be provided when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Service calls will be completed during normal business hours and within 6 hours that the work order/call was made. VENDOR to work with

CITY on mutually agreed upon unscheduled service calls (ex: during freezing periods). Nuisance calls in which no problem exists or calls in which the problem is not with the covered equipment will be considered repair services and will be billable.

REPAIR SERVICES

Additional Repair services not covered under this agreement will be performed only upon proper authorization from the CITY. All additional work performed over and above this agreement will be at an additional charge to CITY and will be quoted with a written proposal.

MINOR REPAIRS

Minor repairs are included in this AGREEMENT; minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routine expendable parts, controls, switches and indicator lamps. Labor and/or Materials are to be included as indicated in this AGREEMENT.

MAJOR REPAIRS

Major repairs not included in this AGREEMENT; major repairs consist of the repair or replacement of moving parts, motor stators, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond VENDOR's control as stated in General Provisions). Major Repairs include dip and bake motor windings where applicable. Labor and/or Material is to be included as indicated in this AGREEMENT.

CLARIFICATION OF SERVICES

REFRIGERANT MATERIAL

The percent of refrigerant material indicated in this AGREEMENT is to be the percent of chiller's design refrigerant charge provided per year. The refrigerant provided is to be for the performance of any Major Operating Inspection(s), Routine Operating Inspection(s), Annual Preventive Maintenance, Multi-year Preventive Maintenance or any Repair Service tasks so indicated on the Service Summary Sheet(s) herein.

REFRIGERANT LEAK REPAIR LABOR

Refrigerant leak repair labor not included as indicated in this AGREEMENT. Leak repair labor consists of tightening bolts and flange fittings, replacing gaskets, replacing O-rings and if necessary welding, soldering or brazing to stop leaks of components or any refrigerant piping on or between two or more pieces of equipment.

FIRESIDE & FLUE CLEANING

Fireside and flue cleaning is not included in this AGREEMENT. The fireside and flue passages are to be cleaned at the intervals indicated in this AGREEMENT for Boilers and Heating equipment.

TUBE REPAIRS- EVAPORATOR/COOLER WATER SIDE

Repair or replacement of tubes is not included in this AGREEMENT. This service covers the repair or replacement of tubes that may have failed resulting from the waterside of the equipment heat exchanger.

TUBE REPAIRS-AIR COOLED CONDENSOR

Repair or replacement not included in this AGREEMENT. This service covers the repair or replacement of condenser tubes or replacement of condenser coils that may have failed as a result stress or fatigue from the airside of the equipment.

DRIVE BELTS

Drive Belts for air handlers are included in this AGREEMENT. VENDOR to provide, install and align drive belts on supply, relief and return fans. VENDOR to provide for a single drive belt change every other year (in even years) for the equipment listed in the equipment schedule. This belt change is to insure that there will not be any premature failure and/or ware of the drive belt's, pulleys or sheaves. Drive Belts for exhaust fans are included in this AGREEMENT. VENDOR to provide, install and align drive belts on building exhaust fans. VENDOR to provide for a single drive belt change annually for the equipment listed in the equipment schedule.

Note: When Belts are not included or if additional drive belt changes are necessary those belt changes will be in addition to this agreement and invoiced separately.

LUBRICATION

Lubrication is included in this AGREEMENT. Under this agreement VENDOR will provide lubrication services as indicated in this AGREEMENT. Lubrication will be performed in accordance to manufactures recommendations, or enclosed lubrication schedule.

FILTERS

Filters are not included in this AGREEMENT (filters for all buildings to be provided by CITY); VENDOR to notify CITY when any filters are in need of being replaced. Filter replacement will be performed per the equipment schedule to maintain reliability and the maximum operating efficiency of the mechanical equipment.

CONTROLS

Controls and controls support are included in this AGREEMENT; VENDOR to provide 16 hours of control support annually in the form of training, over the course of the agreement. Training will be off site.

Note: VENDOR can provide at additional cost technical assistance from their staff of Control Engineers and Technicians. Backup services on DDC system program to retain (off site) a backup copy of DDC program and/or related software. Technical assistance can include but is not limited to: repair, replacement, engineering, operational or technical advice on the use of the controls and/or components. If remote access is necessary, the CITY shall provide the access to the control system through the use of its phone line and modem.

WINTERIZING

Seasonal Winterizing is not included in this AGREEMENT. Seasonal Winterizing as indicated in this AGREEMENT is to be included to prepare for winter operation by draining. Blow-drying or circulating anti-freeze (where applicable) will be performed at an additional cost.

Note: It may be necessary to install valves and fittings (not included herein) if not presently available.

NON DESTRUCTIVE TESTING SERVICES:

FLUE GAS ANALYSIS

Flue Gas Analysis is included in this AGREEMENT. VENDOR to provide Flue Gas Analysis will be performed on each of the five main boilers annually. The burners will be adjusted to allow for maximum efficiency's. The readings will be recorded and discussed with CITY personnel.

FIRESIDE & FLUE CLEANING

Fireside and flue cleaning is not included in this AGREEMENT. The fireside and flue passages are to be cleaned at the intervals indicated in the AGREEMENT for Boilers and Heating equipment.

OIL ANALYSIS

Oil analysis not included in this AGREEMENT. Oil Analysis will be provided as indicated in the AGREEMENT. After the completion of each analysis VENDOR shall interpret the results and provide a written report to the CITY including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this AGREEMENT, VENDOR shall schedule and complete such action(s) and inspection includes the heat exchanger, Head Removal and Replacement by VENDOR only if indicated in this AGREEMENT.

NON DESTRUCTIVE TESTING REQUIREMENTS - WHEN NECESSARY:

1. **Vibration:** Initial baseline readings must be taken, testing will determine changes in base line reading that result from changing conditions or ware.
2. **Balancing:** Pulleys, belts, sheaves, and U-joints must be new or in new condition prior to balancing.
3. **Oil Analysis:** required samples must be taken while machine is in operation or within a short period of time there after. Samples must be collected in a clean container and must be immediately sealed to eliminate contamination. VENDOR responsible for collection and sample analysis and written report submitted back to the CITY.
4. **Thermography:** Systems to be tested must be in operation and operating in a fully loaded condition.
5. **Boiler analysis:** Boiler must be in operation and up to design operating temperatures.
6. **Motor Insulation Testing:** Motors to be tested must not be operating in a vacuum, submerged or in contact with conductive materials.
7. **Eddy Current Testing:** tubes that are to be tested must be free of all restrictions and cleaned prior to testing.

Fan Shaft Bearing Lubrication Instructions:

Shaft Size	Lubrication Schedule Speed of Bearing (RPM)										Amount of Grease (ounces)
	300	500	700	900	1100	1300	1500	1800	2400	2700	
1 7/16	7220	4265	3000	2300	1850	1545	1315	1070	760	680	0.33
1 1/2	6775	4265	3000	2300	1850	1545	1315	1070	760	680	0.33
1 11/16	6775	3995	2800	2140	1715	1425	1210	980	690	595	0.35
1 3/4	6775	3995	2800	2140	1715	1425	1210	980	690	595	0.35
1 15/16	6400	3760	2630	2000	1600	1325	1120	900	625	535	0.37
2	6400	3760	2630	2000	1600	1325	1120	900	625	535	0.37
2 3/16	6070	3555	2475	1880	1495	1230	1040	830	565	480	0.45
2 7/16	5530	3215	2220	1670	1320	1075	900	705	465	385	0.67
2 1/2	5530	3215	2220	1670	1320	1075	900	705	465	385	0.67
2 11/16	5090	2935	2010	1495	1170	945	780	600	375	300	0.72
2 3/4	5090	2935	2010	1495	1170	945	780	600	375	300	0.72
2 15/16	5090	2935	2010	1495	1170	945	780	600	375	300	0.72

Lubricate with a Grade 2 lithium or non-soap base grease having an oil viscosity of 500-100 1000 SUS at 100 F.

Shaded area indicate relubrication intervals in operating hours.

For smaller fan shaft bearings operating 5,000 hours or less annually in normal duty application,

Shaft sizes of 1" to 1-3/8" lubricate annually with 2 to 3 full strokes with standard 6,000 psi grease gun.

Shaft sizes of 15/16" or less, lubricate annually with 1 to 2 full strokes with standard 6,000 psi grease gun.

Some suggested greases are: Amoco Rykon Premium Grease No. 2, Texaco Premium RB, Mobil Mobilith AW2, Shell Alvania Grease 2, Gulfcrown Grease No. 2, Shell Alvania # 2.

Do not over lubricate / clean excessive grease from bearings

Motor Bearing Lubrication Instructions

Motor Bearing Lubrication Instructions: Hours of Service per Year	Suggested Re-lubrication Intervals		
	Motor NEMA Frame Size		
5,000	42 to 215T	254 to 326T	364 to 447T
	5 years	3 years	1 year
Continuous Normal Application	2 years	1 year	9 months
Seasonal: motor idle for > 6 months	1 year	1 year	1 year
Continuous: High Temperature	6 months	6 months	3 months

Motors in NEMA 215 frame and smaller: Use 1 to 2 strokes

Motors in NEMA 254 thru 365 frame: Use 2 to 3 strokes

Motors in NEMA 404 frames and larger: Use 3 to 4 strokes

Caution: Lubricate all motors at a standstill. On motors having drain plugs, remove grease drain plug and operate motor for 20 minutes before replacing drain plug.

ENVIRONMENTAL, HEALTH AND SAFETY

VENDOR is committed to conducting its operations in compliance with all environmental regulations. Environmental, health and safety goals include preventing incidents that harm the environment, accidental injury to its employees and visitors, and/or exposure to harmful chemical or physical agents. Goals also include the elimination of accidents that cause property loss, environmental damage, or result in the interruption of VENDOR responsibilities. To achieve these goals, environmental and safety rules and procedures will be enforced equally with production, quality, cost and ethical standards. Objective is to provide quality products and services while actively conserving natural resources. VENDOR believes that all accidents and undesirable environmental incidents are preventable. Furthermore, every job should be done safely and in an environmentally-sound manner. Realization of these goals and objectives will demand maximum effort from VENDOR.

VENDOR's responsibilities:

- A. Create and maintain "Safety Awareness". Safety is everyone's responsibility, therefore make safety an integral part of every service job.
- B. Strive to maintain a hazard-free work environment by requiring everyone to provide special attention to the equipment, processes and procedures utilized in the performance of work.
- C. Provide for the safeguarding of employees while improving the effectiveness of quality assurance and customer satisfaction programs.
- D. Ensure compliance with applicable standards, regulations and codes established by local, state and federal agencies (re: OSHA).
- E. Utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.
- F. Provide VENDOR service operations with effective training based on both OSHA and VENDOR Safety Standards in the recognition, evaluation and control of hazards and dangerous work procedures and performances.
- G. Establish safety kits to provide proper employee protective equipment for assigned tasks.
- H. Establishment of procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, methods for accounting for employees in natural disasters.

TERMS AND CONDITIONS:

1. **PAYMENT** - No invoices will be paid without the proper information attached. The City of Green River, Wyoming (CITY) is a TAX-EXEMPT entity (TAX ID # 83-6000065) therefore does not pay taxes. CITY reserves the right to pay invoices at a minimum of 45-calendar days.
2. **WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during VENDOR's normal working hours unless otherwise agreed by CITY and VENDOR.
3. **ADDITIONAL SERVICE** - Services or parts requested by CITY in addition to those specified in this Agreement will be provided upon receipt of CITY's written authorization and invoiced at VENDOR labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS** – VENDOR is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports,

grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. **VENDOR** is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, or any other cause beyond **VENDOR**'s control.

VENDOR is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that **VENDOR** encounters any asbestos product or any hazardous material in the course of performing its work, **VENDOR** may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. **VENDOR** shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

VENDOR shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, State, municipal or other authority. However, in the event any such recommendations occur, **VENDOR** at its option may submit a proposal for **CITY**'s consideration in addition to this Agreement. **VENDOR** shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**– **VENDOR** warrants that all service provided under this Agreement shall be performed in a workmanlike manner. **VENDOR** also warrants all **VENDOR** parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, **VENDOR** shall repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to **VENDOR** in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** **VENDOR**'s obligations to repair, replace, or issue credit for any defective parts, components or service shall be **CITY**'s exclusive remedy.
6. **PROPRIETARY RIGHTS**– During the term of this Agreement and in combination with certain services, **VENDOR** may elect to install, attach to **CITY** equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of **CITY**. No devices installed, attached to real property or portable device(s) shall become a fixture of the **CITY** locations. **CITY** shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on **CITY** equipment.
7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CITY RESPONSIBILITIES:**
 - Provide a safe work environment.

- Permit access to CITY sites, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify VENDOR of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow VENDOR to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where VENDOR's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- 9. EQUIPMENT CONDITION & RECOMMENDED SERVICE-** Upon the initial scheduled operating and/or initial annual stop inspection, should VENDOR determine the need for repairs or replacement, VENDOR will provide CITY in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event VENDOR recommends certain services (that are not included herein or upon initial inspection) and if CITY does not elect to have such services properly performed in a timely fashion, VENDOR shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. VENDOR at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
- 10. CITY TERMINATION** – CITY shall have the right to terminate this Agreement for VENDOR's non-performance provided VENDOR fails to cure such non-performance within 30 calendar days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, VENDOR shall have free access to enter CITY locations to disconnect and remove any VENDOR proprietary property or devices as well as remove any and all VENDOR owned parts, tools and personal property. Additionally, CITY agrees to pay VENDOR for all incurred but unamortized service costs performed by VENDOR including overheads and a reasonable profit.
- 11. VENDOR TERMINATION** – VENDOR reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between CITY and VENDOR.
- 12. WASTE DISPOSAL-** VENDOR is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 13. MUTUAL DISCLAIMER** - Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.
- 14. GOVERNMENT PROCUREMENTS-** VENDOR offers standard commercial items which may not comply with Government specifications. VENDOR does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall VENDOR provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

15. SUPERSEDEURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. CITY may assign this Agreement only with VENDOR's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. SERVICE MEETING - Under the terms of this Agreement it will be required that a representative from the VENDOR meet with CITY officials after the Agreement has been signed and approved in order to discuss procedures for service, the terms of the Agreement and any other questions either party may have. This will be considered an introductory meeting.

17. INSURANCE - The VENDOR shall furnish and keep in force for the life of this Agreement the following insurance coverage:

- a. All insurance must be maintained at the VENDOR's expense.
- b. Workers' Compensation coverage and Wyoming unemployment insurance (per Wyoming law).
- c. VENDOR's General Liability insurance must be maintained at VENDOR's expense.
- d. Broad form Commercial General Liability coverage written on a "per occurrence" basis and with an aggregate cap no less than \$1,000,000.
- e. Automobile Liability Coverage, including coverage for owned, hired or borrowed auto: \$1,000,000 CSL
- f. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 CSL (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability.)

All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 calendar days prior to expiration of a policy period, must be submitted with the proposal and on file with CITY prior to commencement of an Agreement.

The VENDOR agrees to be responsible for, and to protect, save harmless, and indemnify the CITY and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the CITY or for which the CITY may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the VENDOR under this Agreement.

18. CONTACT INFORMATION -

Under no circumstances shall any service calls be received by the VENDOR by any source other than those persons listed below. The VENDOR shall make no plans to repair any item for the CITY without the explicit permission of one of the following:

- a. Brad Raney, Director of Parks & Recreation, 307-872-6147
- b. Doug Stewart, Parks, Facilities Project Manager, 307-872-6153
- c. Mike Tollefson, Parks Maintenance Operator, 307-870-6453

19. SERVICE RESPONSE TIME -

All calls for service shall be returned within one (1) business day. All emergency service work must commence within six (6) hours of receiving the request for service from the CITY. Service must be provided on a 24 hour per day, 7 day per week basis. If the VENDOR fails to respond in the required time period, this may be grounds for cancellation of this Agreement. The successful VENDOR must provide at least two contact telephone numbers and E-Mail Addresses.

Emergency repairs clarification: What is deemed as an emergency repair; anytime a change or loss of service could result in a danger to or loss of life, or where damages to equipment or property could result from no action being taken.

Minor repairs clarification: What is deemed as a minor repair: For the purpose of this clarification minor repairs are items not covered in any other portion of the request for proposal and are for items which are generally small in nature and do not require a significant amount of time or resources. An example is a repair of gaskets on valves,

Refrigeration percentage clarification: What is deemed as refrigeration percentage; 5% loss needs to be taken care of by the VENDOR on an annual basis.

20. EXTENSION OF CONTRACT -

This contract may be extended by CITY for two additional one year periods under the terms and conditions of the original contract. Such written notice shall be given at least 45 calendar days prior to the expiration date of each contract period. If CITY elects to exercise this option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall be the contract prices of the original contract.

21. MANDATORY PRE-PROPOSAL MEETING -

All VENDORS interested in submitting a proposal on this maintenance services contract must attend a mandatory pre-proposal meeting located at Green River City Hall, 50 East 2nd North, Green River, Wyoming, 82935, in the Multi-Purpose Room, 1st Floor, at 10:00 am, on Wednesday May 25, 2016 . If a Vendor cannot make this meeting an appointment may be set up for a different time by contacting Brad Raney (307)872-6147. The meeting will include a tour of the four facilities/buildings that are included in this scope of work.

22. METHOD OF AWARD, LOWEST QUALIFIED PROPOSER -

Proposals will be compared on the basis of the experience and competence of the **VENDOR** and on the basis of the totals of the quantities listed in the proposal under the enumerated items, at the unit prices or lump sums for these items. The contract will be awarded to the lowest responsible and eligible proposer. However, the **CITY** may reject any or all proposals if it is in the public interest to do so. The term "lowest qualified total proposal amount" shall mean the **VENDOR** whose entire proposal is the lowest of those possessing the skill, ability and integrity necessary for the faithful performance of the work.

The awarding of this proposal is dependent on approval of funding by the **CITY**. The **CITY** reserves the right to reject any and all proposals and to cancel the RFP at any time it deems to be in the best interest of the **CITY**.

23. PROPOSAL INFORMATION

The **VENDOR** will provide cost amounts for the itemized services requested for each building according to the proposal form. The bid award will be a minimum of items 1-2 at each building selected by the **CITY** and may also include items in 3 on the proposal form. The **CITY** may elect to have their employees' complete items in 3.

To be considered proposals must contain at a minimum the following:

- a. Proposal Form
- b. Attachment A – Company information
- c. Attachment B – Contact information
- d. Attachment C – Reference information
- e. Attachment D – Conflict of Interest
- f. Attachment E - Rate Schedule for repairs not included in the agreement

Proposals will be reviewed by:

- a. Director of Finance
- b. Director of Parks and Recreation
- c. Parks, Facilities & Projects Manager

The VENDOR must submit their response to the RFP no later than 2:00P.M. (MST), on June 1, 2016 RFP responses must be sealed and labeled "HVAC Maintenance Services Proposals", and submitted to the following address: City of Green River, ATTN: Mary Seppie, 50 East 2nd North Street, Green River, Wyoming, 82935.

Proposals received after the designated time will NOT be accepted. **The City is NOT responsible for courier or package delivery services.**

PROPOSAL FORM for HVAC Maintenance Services

Term is from July 1, 2016 to June 30, 2017

The VENDOR will provide cost for the itemized services requested for each building according to the proposal form. The bid award will be a minimum of items 1-2 at each building selected by the CITY and may also include items in 3. The CITY may elect to have their employee's complete items in 3.

Green River City Hall

1. Boilers, Condensing Units, Refrigerant Material	\$ <u>2,800.00</u>
2. Controls and JACE Software	\$ <u>2,000.00</u>
3. Drive Belts, Pumps, Lubrication, Filter Maintenance VAV boxes	\$ <u>900.00</u>
Total City Hall	\$ <u>5,700.00</u>

Pavilion at Expedition Island Park

1. Condensing Unit, Refrigerant Material, Furnace	\$ <u>1,882.00</u>
2. Controls and JACE Software	\$ <u>500.00</u>
3. Drive Belts, Lubrication, Filter Maintenance	\$ <u>150.00</u>
Total Pavilion	\$ <u>2,532.00</u>

Police Department Building

1. Rooftop Units, Refrigerant Material	\$ <u>2,720.00</u>
2. N/A	\$
3. Drive Belts, Lubrication, Filter Maintenance	\$ <u>956.00</u>
Total Police Department	\$ <u>3,676.00</u>

Animal Control Building

1. Heating and Cooling Units	\$ <u>1,578.00</u>
2. N/A	\$
3. Drive Belts, Lubrication, Filter Maintenance	\$ <u>450.00</u>

Total Proposal Amount = \$ 13,936.00

In signing this Proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other contractor, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening to any other contractor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by in this Request for Proposal, Proposal Form and its Attachments and declares that the attached Proposal and pricing are in conformity therewith.

Duane A Burd Account Manager
Name Title
Duane A Burd Long Building Technologies
Signature Company
3534 Salt Creek Hwy Casper, WY 82601
Address: (Street, City, State, Zip Code)
307-265-5997 265-0120 DBurd@Long.com
Telephone FAX E-Mail Address
5-27-2016
Date



(SEAL)
TEST: [Signature]
Name: Pandora Scausm
Title: Controller

ATTACHMENT A - COMPANY INFORMATION

1. List exact name of firm Long Building Technologies
2. How many years has your firm been in business under its present business and business organization structure? 50 years
3. If your firm has been in business under its current name less than three years, what was the previous name of the firm? NA
4. How many years has your firm been regularly and actively engaged in HVAC maintenance services, performing the type of work described in this Request for Proposal (RFP)? 50 years
5. How many Full Time Personnel with valid Wyoming licenses and/or certifications are employed by your firm? 45
6. How many service trucks are either owned or leased by your firm and are available for use by your maintenance services workforce on a full time basis? 15
Owned 15 Leased
7. Does your firm provide emergency repair service on a 24 hour per day and 7 day per week basis? yes no
8. Does your firm have a 24 hour emergency number that is staffed by a person and not by an answering machine? List phone number with Area Code:
307-265-5997. If not, please explain.

ATTACHMENT B – CONTACT INFORMATION

For service calls Monday through Friday, between 8:00 A.M. and 5:00 P.M., exclusive of holidays, the contact person will be:

Primary
Contact: Mike Taylor
Person's
title: Service Tech
Person's
telephone #(s): 307-258-9398
Secondary
Contact: Mitch Peck
Person's
title: Service Tech
Person's
telephone #(s): 307-277-9586

All calls must be returned within one (1) hour.

REQUIRED AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday through Friday, between 5:00 P.M. and 8:00 A.M. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

Primary
Contact: Dick Johnson
Person's
title: Service Manager
Person's
telephone #(s): 307-265-5997 307-259-6768
Secondary
Contact: Mike Taylor
Person's
title: Service Tech
Person's
telephone #(s): 307-258-9398

All calls must be returned within one (1) hour.

ATTACHMENT C
COMPANY REFERENCES

Indicate below at least three (3) references that will serve to illustrate the ability of your firm to act as the VENDOR for this Agreement and who conforms to the requirements for this specification.

Company Name: Sweetwater School District #1
Contact Person: Dan Selzeroli: Facility Director
Telephone #: 307-350-4613
Address: 3500 Foothills
City, State, Zip: Rock Springs, WY
Type of Work Performed: Service + Control work HVAC

Company Name: Sweetwater Child Development
Contact Person: Gail Thiemke
Telephone #: 307-822-3290
Address: 1715 Hitching Post
City, State, Zip: Green River WY 82935
Type of Work Performed: Service + Control work HVAC

Company Name: Teton County Library
Contact Person: Kevin Chatham
Telephone #: 307-733-2164 ext 121
Address: 125 Virginian Lane
City, State, Zip: Jackson, WY 83001
Type of Work Performed: Service + Control work HVAC

ATTACHMENT D - CONFLICT OF INTEREST DISCLOSURE

The purpose of this questionnaire is to disclose any interests or affiliations that you or members of your immediate family (i.e., spouse, child, parent, sibling, in-law, or any person living in the same household) may have that, when considered in light of your relationship with the City which may create a conflict of interest. A conflict of interest exists (1) when an individual is in a position where he or she may obtain an improper gain or advantage as a result of his or her activities on behalf of the City; or (2) when he or she is in a position where he/she may have to choose whether to advance his/her own interests (or those of another) rather than the interests of City. Conflicts of interest do not necessarily involve intentional wrongdoing, but can result from a combination of completely innocent circumstances. Although it is impossible to list every circumstance that may cause conflicts of interest, a number of potential problem areas are outlined below. Please indicate under each numbered heading any possible or potential conflict of interest that you may have, or write "None" where applicable.

1. Please disclose any affiliation, whether direct or indirect, that constitutes a source of income or credit to your company, the Board of Directors and/or the employees of the contractor or members immediate their family, which might reasonably be deemed to involve a possible conflict of interest between you and the City, including, but not limited to, a proprietorship, partnership, stock, ownership of a non-publicly-owned corporation's outstanding shares or other securities, or any employment, indebtedness, or contractual relationship with any such entity.
2. Please disclose all business corporate or other organizational directorships or official positions held by your company, the Board of Directors and/or employees of the contractor or members immediate their family.
3. Please disclose all charitable corporate or other organizational directorships or official positions held by your company, the Board of Directors and/or employees of the contractor or members immediate their family.
4. Please disclose all relationships and affiliations held by you or by any member of your immediate family which might reasonably be deemed to be within the spirit (if not the letter) of the foregoing questions, bearing in mind that the purpose of this questionnaire is to enable you and the City to protect you from the consequences of a real or apparent conflict of interest. Our goal is to avoid both actual impropriety and the appearance of impropriety.

<u>Name of Individual</u>	<u>Explanation of Conflict</u>
NA	

Revised: May 6, 2010, Updated May 3, 2016