

**NON-FORMAL BID
FOR
PROFESSIONAL HVAC SERVICES AND MAINTENANCE
PROJECT NO. 2023-03**



CITY OF SEASIDE, OREGON

BID OPENING

2:00 P.M., TUESDAY, AUGUST 15, 2023

**CITY OF SEASIDE
CITY HALL
989 BROADWAY
SEASIDE, OREGON 97138**

PROFESSIONAL HVAC SERVICE AND MAINTENANCE
PROJECT NO. 2023-03
NON-FORMAL BID

Written, sealed bids will be received by the City of Seaside, 989 Broadway, Seaside, Oregon 97138, until 2:00 pm **TUESDAY, AUGUST 15, 2023**, at which time they will be publicly opened and read. Proposals shall be clearly marked “**PROFESSIONAL HVAC SERVICES: CITY OF SEASIDE BUILDINGS**” and show the date and time of bid opening.

Bids must be submitted to Seaside City Hall at which time they will be time stamped by the City Hall staff. Any bids with time stamps after 2:00 pm will be disqualified and not opened or accepted.

No bid will be considered unless the Bidder is registered with the Construction Contractors Board.

The work to be performed includes the material, labor, equipment and permits.

Estimated project cost range: \$10,000-\$25,000

Bidding documents may be examined at the following locations:

City of Seaside Website
www.cityofseaside.us

Seaside City Hall
989 Broadway
Seaside, OR

All qualified bids will be publicly opened at the designated time and place.

You may call the Public Works Director, Mike Dimmick, and make arrangements to view the HVAC SYSTEMS, (503) 738-5112. Bidders shall be registered with the Oregon Construction Contractors Board prior to bid opening. Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029.

The City of Seaside may reject any bid or all bids and delete items listed in the bid schedule upon a finding of the City of Seaside that is in the public interest to do so.

Additional Requirements:

1. The proposal is for a two (2) year service contract. The **City** may, at its option, renew for a period of one year. The **City** shall, no later than 20 days prior to that date, give the **Contractor** notice of intent to renew.
2. HVAC Systems Maintenance Contract service will be based on the attached ‘**City of Seaside HVAC System Check List.**’ This list will be the minimum required services for this contract. The contractor can modify the list based on industry standards and practices. Any modifications shall be approved by the city.
3. Provide proof of insurance and/or bonding.
4. Contractor to provide three (3) year service rates for repairs. These rates are to remain in effect for the length of the contract. The City does retain the right to determine any required repairs and the contractor to make these repairs.
5. Contractor required to obtain City of Seaside Business License for the duration of the contract. Any business being done in the City of Seaside requires a City of Seaside business license.

If you have any questions or concerns, please do not hesitate to contact Mike Dimmick, Public Works Director, at 503-738-5112 or email: mdimmick@cityofseaside.us.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm, or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

The undersigned (is) (is not) a resident bidder, as defined in ORS 279.029. (Circle one)

TOTAL: \$ _____

DOLLAR AMOUNT WRITTEN IN WORDS

Respectfully Submitted,

Name of Firm _____

Address _____

Email Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____

(Signature)

Name _____

(Please print)

Title _____

If Corporation, Attest _____

Dated this _____ day of _____, 2023

STATEMENT OF RESIDENCY

ORS 279.025(2) (h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6) (b) states: "'Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a 'resident bidder' pursuant to this subsection."

ORS 279.029(6) (c) states: "'Nonresident bidder' means a bidder who is not a 'resident bidder' as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

_____ **RESIDENT BIDDER**

_____ **NONRESIDENT BIDDER**

CONTRACTOR:

Firm Name

Address

City, State, Zip Code

Name and Title

Area Code and Phone Number

Email Address

**CITY OF SEASIDE BUILDINGS
CONTRACT FOR HVAC SERVICES**

THIS AGREEMENT, made and entered into this ___ day of, _____ 2023, by and between _____, hereinafter called "CONTRACTOR" and the City of Seaside, a municipal corporation, hereinafter called "CITY."

WITNESSETH:

That the said CONTRACTOR and the said CITY, for the consideration hereinafter named agree as follows:

DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

Professional HVAC Services and Maintenance: City of Seaside Buildings

and do all things required of it as per the bid, and all-in accordance with the described bid, a copy of which is hereto attached and made a part of this contract. Contractor is required to provide Mike Dimmick, Public Works Director, with documentation of all work performed upon completion of scheduled work.

COMPLETION OF CONTRACT

The CONTRACTOR agrees that the work under this contract shall be performed through and including (2-year contract with an option to renew an additional 1-year).

CONTRACT PRICE

Payment shall be made quarterly for maintenance work and on an as needed basis for service calls at the unit prices as bid on the Proposal-Bid Form. The annual bid amount is \$_____.

COMPLIANCE

The CONTRACTOR and the CITY agree that the specifications, general conditions, and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

The CONTRACTOR specifically agrees to comply with all laws, ordinances, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said Contractor in the way of taxes or lawful deductions and to make prompt payment of all labor and materials and save the City harmless from any damages or claims whatsoever in the performance of this contract.

The CONTRACTOR further agrees to comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property. The CONTRACTOR agrees that the work will be done to the satisfaction and approval of the Public Works Director of the City of Seaside.

CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR'S services shall be provided under the general supervision of CITY'S Public Works Director or his designee, but CONTRACTOR shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation for the unit prices as bid on the Proposal-Bid form.

B. CONTRACTOR acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent Contractor and not an employee of City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that Contractor is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

C. The undersigned CONTRACTOR hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

SUBCONTRACT - ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by CITY of neither any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and CITY.

B. This Contract, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. CONTRACTOR shall not assign any rights nor delegate any duties incurred by this Contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties and for the following reasons authorized by ORS 279.326.

1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third-party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Contractor shall be as provided by ORS 279.330 and shall be prorated to include the day of termination and shall be in full satisfaction of all Claims by Contractor against City under this contract.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City, which accrued prior to such termination.

CANCELLATION FOR CAUSE

CITY may cancel all or any part of the Contract if Contractor breaches any of the terms herein or in the event of any of the following: Insolvency of Contractor; voluntary or involuntary petition in bankruptcy by or against Contractor; appointment of a receiver or trustee for Contractor, or an assignment for benefit of creditors of Contractor. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

NONWAIVER

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum, as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

INDEMNIFICATION

The CONTRACTOR agrees to indemnify and to hold harmless the CITY, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to City, Contractor or others, resulting from Contractor's negligence.

WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject to employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

LABORERS AND MATERIAL MEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS, AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation, or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

INSURANCE

CONTRACTOR shall obtain and maintain comprehensive general liability insurance, including auto, against any and all claims for damages to persons or property, which may arise out of his operations under this agreement. Coverage shall include Contractor, subcontractors, and anyone directly or indirectly employed by either.

The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury, with at least **\$1,000,000.00** single limit liability, naming the City of Seaside as the additional insured. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City. Contractor shall obtain a City of Seaside business license for all business conducted within the City.

CITY OF SEASIDE, a municipal of the
State of Oregon
APPROVED:

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Contractor Date



CITY OF SEASIDE HVAC SYSTEMS CHECK LIST

BLDG: _____ Date: _____

UNIT NO. _____ MFG. _____ MODEL NO. _____ SERIAL NO. _____

GENERAL

- | Spring | Fall | | |
|--------------------------|--------------------------|--|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | Measure Line Voltage | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect Contactor Points | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Tighten Electrical Terminals | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Filters Replaced | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect and clean condenser and evaporator coils | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect Condensate Pumps, Pans & Drains | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Economizer Operation | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Unit Controls | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Motor Rotation | _____ |

BLOWER SECTION

- | | | | |
|--------------------------|--------------------------|---|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | Belts & Pulley (Inspected / Adjusted) * | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Bearings | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricated Motor Bearings | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Fan Alignment | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Check Amperage Draw | _____ |

EXHAUST FAN / RETURN AIR FAN

- | | | | |
|--------------------------|--------------------------|---|-------|
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricated Motor Bearings | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Belts & Pulley (Inspected / Adjusted) * | _____ |

COMPRESSOR SECTION

- | | | | |
|--------------------------|--------------------------|--|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Returned Air _____ F. Mixed Air _____ F. Discharges Air _____ F. | |
| <input type="checkbox"/> | <input type="checkbox"/> | Ambient Temp _____ F Conditioner Temp: In _____ F. Out _____ F | |
| <input type="checkbox"/> | <input type="checkbox"/> | Reversing Valve Tested _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspected Outdoor Fan Operation #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Compressor Cycled: _____ Heating: _____ Cooling: _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Compressor Amps: _____ Compressor Pressure: _____ | |
| | | #1 _____ *Disch _____ Suc. _____ | |
| | | #2 _____ *Disch _____ Suc. _____ | |
| | | MEG Comp. _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for Refrigerate Leaks | |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect for Abnormal Vibration of Equipment | |
| <input type="checkbox"/> | <input type="checkbox"/> | Liquid Sight Clear #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Comp Oil Level #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Superheat #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Oil Pressure #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Sub-cooling #1 _____ #2 _____ #3 _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect coil and cabinet—clean as needed | |

ELECTRIC FURNACE

- Amp Draw:
- Temp Rise:
- Check Controls & Safeties
- Inspect heating coils

GAS FURNACE

- Clean and vacuum motor and blower compartment
- Oil Combustion Blower Motor (as needed)
- Combustion Blower Inspected
- Remove, clean and inspect burner assembly
- Vacuum out burner compartment and heat exchanger
- Inspect heat exchanger for safe operation
- Inspect ignition system and safeties controls—clean and adjust as needed
- Inspect flue system
- Gas Pressure and Inspect for gas leaks

GAS WATER HEATER

- Clean and inspect burner assembly and pilot system
- Vacuum out burner compartment
- Inspect heat exchanger for safe operation
- Inspect ignition system and safeties controls—clean and adjust as needed
- Inspect flue system - Check combustion venting and chimney draw
- Gas Pressure and Inspect for gas leaks
- Flush water tank (Every 6 months)
- Check operation of pressure relief valve (Every 6 months)

GAS FIREPLACE

- Clean and inspect burner assembly and pilot system
- Inspect ignition system and safeties controls—clean and adjust as needed
- Vacuum out burner compartment
- Logs – Inspect and brush any debris off
- Inspect flue system - Check combustion venting and chimney draw
- Gas Pressure and Inspect for gas leaks
- Inspect door gasket – Clean glass / exterior
- Check fan operation (if applicable)

ICEMAKER / WALK-IN REFRIGERATOR / WALK-IN FREEZER

- Inspect and clean condenser and evaporator coils
- Inspect Condensate Pumps, Pans & Drains
- Inspect and replace water filter (if applicable)
- Check for Refrigerate Leaks
- Inspect for Abnormal Vibration of Equipment

- Liquid Sight Clear #1 _____ #2 _____ #3 _____
- Comp Oil Level #1 _____ #2 _____ #3 _____
- Superheat #1 _____ #2 _____ #3 _____
- Oil Pressure #1 _____ #2 _____ #3 _____
- Sub-cooling #1 _____ #2 _____ #3 _____
- Inspect coil and cabinet—clean as needed

GAS GRILL/STOVE OVEN

- Inspect and clean burner and tubes
- Gas Pressure and Inspect for gas leaks

COMMERCIAL RANGE HOOD – See BLOWER SECTION and EXHAUST FAN/RETURN AIR FAN sections (above)

RECOMMENDED REPAIRS: (Contractor to provide list for review)