



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 5, 2007

IN REPLY PLEASE
REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES –
PUBLIC WORKS HEADQUARTERS AND FIELD FACILITIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for Heating, Ventilation, and Air Conditioning (HVAC) Services – Public Works Headquarters and Field Facilities in the total contract sum not to exceed \$210,132 to Johnson Controls, Inc., d.b.a. Cal-Air, Inc., located in Whittier, California. This contract will be for a term of 36 months, commencing on June 29, 2007. Financing for these services is included in Public Works' 2007-08 various funds.
3. Authorize Public Works to expend up to an additional 25 percent of the total contract sum for unforeseen, additional work within the scope of work of the contract, if required.
4. Delegate authority to the Director of Public Works to approve the contractor's entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to

incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for heating, ventilation, and air conditioning (HVAC) services for the Public Works Headquarters and Annex as well as field facilities located throughout the County of Los Angeles. The work to be performed will consist of providing preventive maintenance; as-needed technical repairs; mechanical repairs; and written reports for the Headquarters, Annex, and field facilities HVAC systems. Public Works has contracted for these services since 1996. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goal of Service Excellence as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for a total contract amount not to exceed \$210,132. This amount is based on the unit prices quoted by the contractor and our estimated utilization of the contractor's services. This contract will commence on June 29, 2007, for a period of 36 months.

Financing for these services is included in Public Works' 2007-08 various funds. When the need arises for services under this contract, we will finance the requested services from the appropriate fund source. Total expenditures for these services, however, will not exceed the contract's amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

These services are exempt from CEQA pursuant to Class 1, Section 15301, of the State CEQA Guidelines.

CONTRACT PROCESS

On March 8, 2007, Public Works solicited proposals from 160 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on March 8, 2007, to the Local 660 Union for review before being released to the public. The Union has not asked to meet with Public Works regarding this solicitation.

On April 2, 2007, three proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Johnson Controls, Inc., d.b.a. Cal-Air, Inc., located in Whittier, California.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors
June 5, 2007
Page 4

Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety. In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

JA

P:\aspub\CONTRACT\Jeanette\HVAC-HQ\2007HQ&FIELD\Board Letter_HVAC.doc

Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICES –
PUBLIC WORKS HEADQUARTERS AND FIELD FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOHNSON CONTROLS, INC., d.b.a. CAL-AIR, INC., (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 2, 2007, hereby agrees to provide services as described in the attached specifications for Heating, Ventilation, and Air Conditioning (HVAC) Services – Public Works Headquarters and Field Facilities, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Maintenance Schedule; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$210,132 for the contract period, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 36 months commencing on June 29, 2007.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

//
//
//
//
//
//
//
//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: No cost-of-living adjustments shall be granted for the term of this Contract.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

JOHNSON CONTROLS, INC., d.b.a.
CAL-AIR, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 656**Bid Title :** Heating, Ventilation, and Air Conditioning Services - Headquarters and Field Facilities**Bid Type :** Service**Department :** Public Works**Commodity :** AIR CONDITIONERS (COOLING AND COOLING/HEATING TYPES): WINDOW AND WALL MOUNTED, AND PARTS AND ACCESSORIES NOT INDIVIDUALLY ITEMIZED**Open Date :** 3/6/2007**Closing Date :** 3/19/2007 1:30 PM**Bid Amount :** \$ 80,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the heating, ventilation, and air conditioning (HVAC) services at the County of Los Angeles Department of Public Works Headquarters complex and field facilities. The total annual contract amount for these services is estimated to be \$80,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/HVAC.pdf> or from Ms. Jeanette Arismendez at (626) 458 4050, Monday through Thursday, 7 a.m. to 5 p.m.

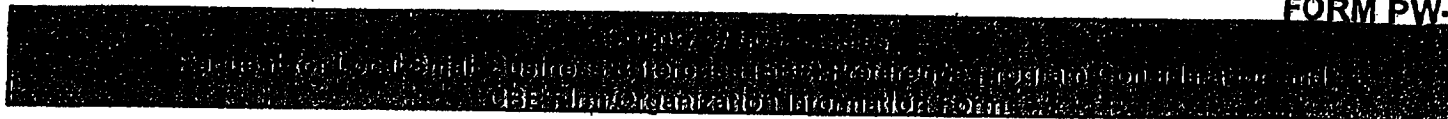
Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing a Specialty Contractor's Class C license and EPA Universal Certification in Refrigerant Transition and Recovery issued by the State of California.

A Proposers' Conference will be held on Monday, March 19, 2007, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. A walk-through of the Headquarters HVAC system will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference and walk-through, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, April 2, 2007, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

Contact Name : Jeanette Arismendez**Contact Phone# :** (626) 458-4050**Contact Email :** j.arismen@dpw.lacounty.gov**Last Changed On :** 3/8/2007 3:56:28 PM

Back to Last Window



All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Johnson Controls, Inc.

My County (WebVen) Vendor Number: 01496

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 1262 (approximate) Western Region Only

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnicity	Contract/Employee Assembly Personnel		Manufacturing		Shop	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			SEE ATTACHED			
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	N/A %	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled/Veteran	Registration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Phillip Claybrocke Title: Metro G.M. - Service Date: 4/2/07



B1. EMPLOYMENT DATA 2006

Below indicates the number of employees in each occupational category for each of the ethnic groups listed in our firm's permanent workforce. (Permanent workforce is defined as employees with 6 months or more of continuous service.)

OCCUPATIONS	TOTAL	MALE					FEMALE				
		NON-HISPANIC ORIGIN		Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	NON-HISPANIC ORIGIN		Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
		White	Black				White	Black			
a. OFFICIALS & MANAGERS	91	70	3	6	9	0	3	0	0	0	0
b. PROFESSIONALS	283	192	5	10	21	5	29	4	7	9	1
c. TECHNICIANS	120	74	4	20	19	0	3	0	0	0	0
d. OFFICE & CLERICAL	84	15	0	4	0	0	39	0	17	7	2
e. CRAFT WORKERS (SKILLED)	482	346	8	90	29	6	1	1	1	0	0
f. OPERATIVES (SEMI-SKILLED)	200	115	4	69	9	1	0	0	1	0	1
g. LABORERS (UNSKILLED)	2	1	0	1	0	0	0	0	0	0	0
h. SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0
FIRM'S TOTALS	1262	813	24	200	87	12	75	5	26	16	4