



MARK PESTRELLA, 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

IN REPLY PLEASE  
REFER TO FILE

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

April 09, 2024

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

60 APRIL 09, 2024

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT  
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL HEATING, VENTILATION, AIR CONDITIONING, AND  
WATER TREATMENT MAINTENANCE SERVICES AT  
PUBLIC WORKS HEADQUARTERS COMPLEX  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, for on-call heating, ventilation, air conditioning, and water treatment maintenance services at the Public Works Headquarters complex in the City of Alhambra.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award the contract to Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, for on-call heating, ventilation, air conditioning, and water treatment maintenance services at Public Works Headquarters complex. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,486,501.60.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, that Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, has successfully performed during the previous contract period, and these services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; to suspend and/or terminate the contract for convenience.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a services contract to Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, to provide on-call and intermittent maintenance services for the heating, ventilation, air-conditioning (HVAC), and water treatment systems at the Public Works Headquarters complex in the City of Alhambra.

Services include providing preventive maintenance; on-call mechanical repairs; regulatory testing and reporting; and testing, adjusting, and balancing of the Public Works Headquarters complex's HVAC systems. The Public Works Headquarters complex consists of a large number of HVAC equipment ranging in complexity and age, which require specialized tools and training to maintain. The recommended contractor has the specialized expertise to provide the necessary maintenance and repair services to maintain the HVAC assets of the Public Works Headquarters complex in an accurately, efficiently, timely, and responsive manner.

The current contract is extended for a period not to exceed 180 days and has an expiration date of April 29, 2024. The award of this contract will continue these services by the recommended contractor.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by investing into and maintaining existing assets in the pursuit to maximize their use.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$410,992 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential

contract sum of \$2,486,501.60. This amount is based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for the first year of these services is included in the Internal Services Fund (B04 – Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process. Adjustments will be made to the annual contract's sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, is located in Irvine, California. This contract will commence upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

County Counsel has reviewed the contract as to form (Enclosure A). The recommended contract with Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the California Environmental Quality Act.

**CONTRACTING PROCESS**

On July 6, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, La Opinión, Los Angeles Sentinel, The Daily Breeze, The Signal (Santa Clarita), Antelope Valley Press, San Gabriel Tribune, Watts Times, Malibu Times, and Pasadena Star News. Also, Public Works informed 1,442 Local Small Business Enterprises, 158 Social Enterprises, 155 Disabled Veteran Business Enterprises, 904 Community Business Enterprises, 1,385 Community-Based Organizations, 115 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 14, 2023, two proposals were received. Both proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, lowest cost, responsive, and responsible proposer, Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, located in Irvine, California. Public Works notified the applicable union on this solicitation.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:SK:ta

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

AGREEMENT FOR  
ON-CALL HEATING, VENTILATION, AIR-CONDITIONING, AND WATER  
TREATMENT MAINTENANCE SERVICES AT PUBLIC WORKS HEADQUARTERS  
COMPLEX (BRC0000397)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES MESA ENERGY, a California corporation, located at 2 Cromwell, Irvine, CA 92618, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 14, 2023, hereby agrees to provide services as described in this Contract for On-Call Heating, Ventilation, Air Conditioning (HVAC) and Water Treatment Maintenance Services at Public Works Headquarters Complex (BRC0000397).

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, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G.1, Job Plans and Routine Tasks; and Exhibit H, Non-Chemical Environmentally Friendly Water Treatment; Exhibit I.1, Equipment to be Serviced; 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-2.1, an amount not to exceed \$410,992 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon the Board's approval and final execution, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal

at least 10 days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

SEVENTH: In no event will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County

employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: 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 I, inclusive, the COUNTY'S provisions will control and be binding.

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. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

MESA ENERGY SYSTEMS, INC. dba  
EMCOR SERVICES MESA ENERGY

By \_\_\_\_\_  
Its Chief Executive Officer

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL HEATING, VENTILATION, AIR-CONDITIONING, AND WATER TREATMENT MAINTENANCE SERVICES AT PUBLIC WORKS  
HEADQUARTERS**

**SELECTED FIRMS**

<b>Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>Mesa Energy Systems, Inc.</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

<b>Proposer Name</b>	<b>Local Small Business Enterprise (LSBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>F.M. Thomas Air Conditioning, Inc.</b>	N/A	Yes	N/A	Yes	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL HEATING, VENTILATION, AIR-CONDITIONING, AND WATER TREATMENT MAINTENANCE SERVICES AT PUBLIC WORKS  
HEADQUARTERS**

<b>FIRM INFORMATION*</b>	Mesa Energy Systems, Inc.	F.M. Thomas Air Conditioning, Inc.	
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>		
<b>OWNERS/PARTNERS</b>	Black/African American	N/A**	0
	Hispanic/Latino	N/A**	0
	Asian or Pacific Islander	N/A**	0
	Native American	N/A**	0
	Subcontinent Asian	N/A**	0
	White	N/A**	2/100%
	<b>TOTAL</b>	N/A**	2
	<i>Female (included above)</i>	N/A**	1/51%
<b>COUNTY CERTIFICATION</b>			
CBE	N/A	N/A	
LSBE	N/A	N/A	
<b>OTHER CERTIFYING AGENCY</b>	N/A	State of California, County of Orange, & Federal SBA	

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

\*\*Corporation - A break down of Owners/Partners is not provided.

<b>Solicitation Number:</b>	BRC0000397		
<b>Title:</b>	On-Call Heating, Ventilation, Air Conditioning, and Water Treatment Maintenance Services at Public Works Headquarters Complex		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$400,000.00
<b>Commodity:</b>	HEATING, VENTILATING AND AIR CONDITIONING SERVICE (HVAC)		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Heating, Ventilation, Air Conditioning (HVAC), and Water Treatment Maintenance Services at Public Works Headquarters Complex (BRC0000397) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The annual contract amount of this service is estimated to be \$170,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Messrs. Dwayne Case at (626) 458-2575 or <a href="mailto:dcase@pw.lacounty.gov">dcase@pw.lacounty.gov</a> or Jairo Flores at (626) 458-4069 or <a href="mailto:jflores@pw.lacounty.gov">jflores@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise</p> <p>The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <a href="http://dca.lacounty.gov">http://dca.lacounty.gov</a>.</p>		

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

Important Note: The use of subcontractors is prohibited for this service except for providing Nonchemical/Environmentally Friendly Water Treatment and supplemental or incidental work, such as sheet metal work, hazardous material removal, etc.

1. Proposer or its managing employee must have a minimum of 5 years of experience providing maintenance, repairs, monitoring, and adjustment services for heating, ventilation, and air conditioning (HVAC) systems and equipment.
2. Proposer must have a minimum of 5 years of experience providing heating, ventilation, and air conditioning (HVAC) services to large government agencies, municipalities, or entities with similar infrastructures with multiple locations varying in size and makeup.
3. Proposer must submit a copy of its valid and active State of California-issued class C-20 Warm-Air Heating, Ventilating, and Air-Conditioning Contractor's license.
4. Proposer must submit a copy of its valid and active Environmental Protection Agency (EPA) Section 608 Universal Technician Certification issued by an EPA-approved certifying organization.
5. Proposer and/or subcontractor must have 5 years of experience providing a nonchemical/environmentally friendly program that will eliminate scale, corrosion, biological, and pathogen growth in cooling tower water. Important Notice: This minimum mandatory requirement permits the use of Subcontracting.
6. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP, Part II, Exhibit B. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A mandatory proposers' conference will be held on Tuesday, July 18, 2023, at 2 p.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

A voluntary walk-through will be conducted on Thursday, July 20, 2023, at 2 p.m. Proposers must coordinate with Ms. Vikki Valles at (626) 458-7393 or

vvalles@dpw.lacounty.gov prior to visiting the site.

The deadline to submit proposals is Monday, August 14, 2023, at 5:30 p.m. Please direct your questions to Messrs. Case or Flores. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

#### Item Solicitation Schedule Due Date

1. Written Questions Due Monday, July 24, 2023
2. Form PW-3: Jury Service Exemption Monday, July 24, 2023
3. Proposal Submission Due Monday, August 14, 2023

NOTE: Items 1 and 2 above, if submitting, will be due via e-mail to Messrs. Case or Flores. Item 3 is due from all proposers in accordance with the Important Notice below:

#### IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

#### PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

##### Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

[Less](#)

<b>Open Day:</b>	7/6/2023	<b>Closed Date:</b>	9/14/2023 5:30:00 PM
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<b>Contact Name:</b>	Dwayne Case	<b>Contact Phone:</b>	(626) 458-2575
<b>Contact Email:</b>	dcase@dpw.lacounty.gov		