

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

May 13, 2025

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

Dear Supervisors:

SERVICE CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY
AREA FACILITIES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, for on-call heating, ventilation, and air conditioning services at North County area Public Works facilities within Supervisorial District 5.

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.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, for on-call heating, ventilation, and air-conditioning services at North County area facilities. This contract will be for a term 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 \$907,500. This contract will be subject to the additional extension provisions specified below.
- 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, 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; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.

- 4. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract's expiration dates as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given work order, and (3) are necessary for the completion of that given work order.
- 5. 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

The purpose of the recommended actions is to award a contract for on-call maintenance, repair, and replacement of heating, ventilation, and air conditioning (HVAC) equipment and related components as required at various Public Works' North County area facilities.

Public Works has multiple facilities in the North County region, and each is comprised of buildings which can contain various types of heating, ventilation, air conditioning, and refrigeration equipment. This equipment is exposed to very harsh conditions, including extreme temperatures and other environmental factors that affect their proper operation, and if not maintained accordingly, such conditions can shorten their life span. The types of equipment encountered consist of both traditional and newer state-of-the-art designs varying in complexity, size, and age, which requires specialized tools and machines, knowledge, and experience, to properly service and maintain them.

The recommended contractor has the specialized expertise to provide the necessary maintenance and repair services to maintain the HVAC assets at North County area Public Works facilities in the unincorporated County communities of Supervisorial District 5 in an accurate, efficient, timely, and responsive manner. The last contract expired on February 20, 2023, and any required services have been performed using Public Works' force account.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, and Strategy iv, Enhance County's Fiscal Strength Through Long-Term Planning, by supporting efforts to maintain public assets at a level in which they serve their intended purpose with maximum effectiveness and efficiency taking full advantage of all capabilities and operating potentials and maximizing asset life cycles.

FISCAL IMPACT/FINANCING

The annual contract amount is \$150,000, which includes \$127,380 for emergencies and major repairs, if necessary, 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 \$907,500. This amount is based on the annual hourly 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 various Public Works Funds Fiscal Year 2024-25 Budget for Services and Supplies. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form, which is substantially similar to the enclosed draft agreement (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. This contract will commence upon the Board's final approval and execution by both parties, whichever occurs last. The expiration of the contract is subject to the following conditions: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was 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.

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 have 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 December 27, 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, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Daily Commerce, The Malibu Times, Press Telegram, and Pasadena Star News. Public Works notified over 34,000 subscribers using our weekly GovDelivery notification. Public Works also notified 1,553 Local Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations registered with the Department of Economic Opportunity, 63 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 8, 2024, 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, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive and responsible proposer, Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy. Public Works notified the applicable union (LA/OC Building and Construction Trades Council), of this solicitation.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the Contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The Contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

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

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Respectfully submitted,

MARK PESTRELLA, PE

Director

MP:SK:sc

Enclosures

c: Chief Executive Office (Chia-Ann Yen)

County Counsel

Executive Office, Board of Supervisors

AGREEMENT FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY AREA FACILITIES (BRC0000488)

THIS AGREEMENT, made and entered into this _____ day of ______, 2025, 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

<u>FIRST</u>: 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 February 8, 2024, hereby agrees to provide services as described in this Contract for On-Call Heating, Ventilation, and Air Conditioning Services at North County Area Facilities.

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, Los Angeles County Department of Public Works Facilities; and Exhibit H, Los Angeles County Department of Public Works HVAC System Inventory of Field Facilities; 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.

<u>THIRD</u>: 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 \$150,000 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at

least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. 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 will 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.

<u>FIFTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates 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 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

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>TENTH</u>: 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 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.

<u>ELEVENTH</u>: 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 H inclusive, the COUNTY'S provisions will control and be binding.

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

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: 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		

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Agenda Date: May 20, 2025 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY AREA FACILITIES

SELECTED FIRMS

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

NON-SELECTED FIRMS

Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
C.E. Mechanical, Inc.	N/A	N/A	N/A	N/A	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.

Agenda Date: May 20, 2025 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY AREA FACILITIES

FIRM INFORMATION*		Mesa Energy Systems, Inc.	C.E. Mechanical, Inc.		
BUS	SINESS STRUCTURE	Corporation	Corporation		
CUL	TURAL/ETHNIC COMPOSITION	NUMBER/% O	F OWNERSHIP		
	Black/African American	N/A**	0		
RS	Hispanic/Latino	N/A**	19		
ARTNER	Asian or Pacific Islander	N/A**	2 0		
\(\frac{1}{2} \)	Native American	N/A**			
OWNERS/PA	Subcontinent Asian	N/A**	0		
	White	N/A**	28		
١z	TOTAL	N/A**	49		
ó	Female (included above)	N/A**	8		
COL	JNTY CERTIFICATION				
	CBE	N/A	N/A		
	LSBE	N/A	N/A		
ОТН	IER CERTIFYING AGENCY	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.

^{**}Corporation - A break down of Owners/Partners is not provided.

Solicitation Number:	BRC0000488					
Title:	ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES AT NORTH COUNTY (BRC0000488)					
Department:	Public Works					
Bid Type:	Service	Bid Amount:	\$150,000.00			
Commodity:	HEATING, VENTILATING AND AI	R CONDITIONING SEF	RVICE (HVAC)			
Description:	Bid Amount: \$150,000.00 HEATING, VENTILATING AND AIR CONDITIONING SERVICE (HVAC) PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Heating, Ventilation, and Air Conditioning Services at North County Area Facilities (BRC0000488) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$150,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Messrs. Dwayne Case at (626) 458-2575 or dcase@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts. "Do Business with Public Works" Website Registration All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. 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. Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise (LSBE), Disabled Veteran 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					

meet all minimum requirements set forth in the RFP documents including, but not limited to:

Important Notice: These minimum mandatory requirements must be met by the proposing entity and subcontractors cannot be used. Further, no subcontracting is allowed in this contract with the exception of any 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, modifications, replacement, and adjustment services for heating, ventilation, and air conditioning (HVAC) systems and equipment.
- 2. Proposer must have a minimum of 3 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 has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Section 1.X, Community Business Enterprise Participation. If the Proposer has not identified subcontractors for this contract, Proposer must demonstrate its compliance with good faith efforts to meet the County's CBE Program goal in accordance with Section 1.X, Community Business Enterprise Participation, if and when subcontractors have been identified for use on the contract. Please refer to Form PW-14 for further clarification.
- 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 13, Prevailing Wages, of the RFP, Part II, Exhibit B. Proposer and its subcontractors performing prevailing wage work 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 Thursday, January 11, 2024, at 2:00 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 link to sign-in and join the meeting can be found at the following website: https://pw.lacounty.gov/contracts/Opportunities.aspx.

The deadline to submit proposals is Tuesday, January 30, 2024, 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 Thursday, January 18, 2024
- 2. Form PW-3: Jury Service Exemption Thursday, January 18, 2024
- 3. Proposal Submission Due Tuesday, January 30, 2024

NOTE: Items 1 through 3 above, if submitting, will be due via e-mail to Messrs. Case or Flores. Item 4 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 (USB) or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. 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, 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.