



**NORTH CLACKAMAS**  
**PARKS & RECREATION DISTRICT**

Administration

Kia Selley, Director  
North Clackamas Parks and Recreation District  
3811 SE Concord Road  
Milwaukie, OR 97267

December 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners

Acting as North Clackamas Parks and Recreation District Board of Directors

**Approval of a Goods and Services Contract with HMS Commercial Service, Inc. for HVAC equipment and maintenance. Total Contract Value is \$313,002 for 3 years. Funding is through the NCPRD General Fund. No County General Funds are involved.**

|                                     |  |                           |              |
|-------------------------------------|--|---------------------------|--------------|
| <b>Previous Board Action/Review</b> | No previous action with this vendor.         |                           |              |
| <b>Performance Clackamas</b>        | Ensure safe, healthy, and secure communities |                           |              |
| <b>Counsel Review</b>               | Yes  | <b>Procurement Review</b> | Yes          |
| <b>Contact Person</b>               | Dominic Cortinas                             | <b>Contact Phone</b>      | 971-352-0673 |

**EXECUTIVE SUMMARY:** NCPRD is seeking Board approval of a Goods and Services contract with HMS Commercial Service, Inc. for equipment maintenance and repairs at NCPRD facilities. This contract will provide both preventative maintenance and emergency repair services at the North Clackamas Aquatic Park, Milwaukie Community Center, and the renovated Community Center at the Concord Property that will open to the public in fall 2025. These maintenance services will maximize the lifecycle of equipment and ensure continuity of operations for facilities through timely repairs.

NCPRD facility equipment is currently being maintained through a contract with Southland that will expire December 31, 2024. A new vendor was selected through the County's Request for Proposal process. This new Goods and Services contract will be effective through December 31, 2027, with the option for three one-year extensions, subject to mutual written agreement by both parties. The authorized contract value is \$313,002.

**RECOMMENDATION:** Staff recommends that the Board approve and execute the contract with HMS Commercial Service, Inc. for equipment maintenance and repair services at NCPRD facilities.

Respectfully submitted,

Kia Selley, RLA

Director North Clackamas Parks and Recreation District

For Filing Use Only



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #0000001059**

This Goods and Services Contract (this “Contract”) is entered into between HMS Commercial Service, Inc. (“Contractor”), and North Clackamas Parks and Recreation District (“NCPRD” or “District”), a political subdivisions of the State of Oregon, for the purposes of providing HVAC Services at various NCPRD properties and equipment described in Exhibit A.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until Dec 31, 2027, and may be renewed for three (3) additional 1-year periods upon the mutual written agreement of the Parties.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A and Exhibit B (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the District.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, as follows:
  - a. For the District’s Concord property, District may pay Contractor an amount not to exceed \$31,646 per year for performing the Work. Consideration for HVAC Work for the Concord property is on a fixed-fee basis in accordance with the amounts set forth in Exhibit B. Provided, however, Contractor may not perform work at the Concord property until District provides written notice to proceed. The \$31,646 fixed fee assumes District will authorize Contractor to begin Work for the Concord property beginning January 1, 2025, with Work being performed for a period of 12 months. In the event District does not authorize Work for the Concord property until after January 1, 2025, the \$31,646 fixed fee will be reduced by a pro rata amount that reflects the actual number of months Work is performed. For example, if District does not authorize Work to be performed until March 1, 2025, the \$31,646 fixed fee will be reduced by \$5,276.
  - b. For the District’s Milwaukie Community Center property, District may pay Contractor an amount not to exceed \$13,651 per year for performing the Work. Consideration for HVAC Work for the Community Center property is on a fixed-fee basis in accordance with the amounts set forth in Exhibit B.
  - c. For the District’s Aquatic Center property, District may pay Contractor an amount not to exceed \$39,037 per year for performing the Work. Consideration for HVAC Work for the Aquatic Center property is on a fixed-fee basis in accordance with the amounts set forth in Exhibit B.

District may, in its sole discretion, request additional Work for other District properties and equipment on an on-call or as-needed basis (“On-call Work”). Consideration for on-call Work is on a time and material basis in accordance with the rates set forth in Exhibit B. The maximum amount County may pay Contractor for On-call Work shall not exceed \$20,000 per year.

The maximum amount for all Work authorized under this Contract, including On-call Work, shall not exceed the sum of Three Hundred and Thirteen Thousand and Two dollars (\$313,002). Because portions of the Work are on-call or as-needed, or otherwise subject to District’s authorization, nothing herein shall be construed as a promise to pay Contractor the total \$313,002 authorized by this

Contract. If any additional work is authorized or interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel Expense Reimbursement.** Authorized:  Yes  No  
 If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

**7. Contractor and County Contacts.**

| <u>Contractor</u>  | <u>County</u>   |
|--|---|
| Administrator: Colby Lewis<br>Phone: 503-220-0394<br>Email: <a href="mailto:colbyl@hmsinc.us">colbyl@hmsinc.us</a> | Administrator: Kevin Cayson<br>Phone: 503-789-4570<br>Email: <a href="mailto:KevinC@ncprd.com">KevinC@ncprd.com</a> |

**ARTICLE II.**

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period

sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.

3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
6. **Hazard Communication.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of District, or settle any claim on behalf of District, without the approval of the Clackamas County Counsel's Office. District may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday

and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

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|--|
| <b>Required - Workers Compensation:</b> Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.  |
| <input checked="" type="checkbox"/> <b>Required – Commercial General Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.        |
| <input checked="" type="checkbox"/> <b>Required – Professional Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> <b>Required – Automobile Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.   |

The policies shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. **Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
11. **Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
12. **Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising

from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.

**13. Representations of Warranties.** Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A and Exhibit B, that the goods shall be merchantable, and shall be fit for District's intended use, described in Exhibit A and Exhibit B. As necessary, the District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. Delivery and Inspections.**

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District in its sole discretion. If the District finds the goods furnished to be incomplete or not in compliance with the Contract, the District, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the District at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to District at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the District's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.
- 21. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to

third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 29. Cooperative Contracting.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the District only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the District accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the District consents to such use by any other public agency.
- 30. RESERVED**
- 31. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be



bound by its terms and conditions.

**32. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

**33. Amendment.** This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

HMS Commercial Service, Inc.  
4103 SE International Way Ste 300  
Milwaukee, OR 97222

North Clackamas Parks and Recreation District

Deani Bauck

Digitally signed by Deani Bauck  
Date: 2024.11.13 11:12:01 -08'00'

\_\_\_\_\_  
Authorized Signature Date

Deani Bauck, Vice President

\_\_\_\_\_  
Name / Title (Printed)

636077-91  
Oregon Business Registry #

DBC/OR  
Entity Type / State of Formation

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: Chair

Approved as to Form:

Andrew Naylor

Digitally signed by Andrew Naylor  
Date: 2024.11.13 15:20:59 -08'00'

\_\_\_\_\_  
County Counsel Date

**EXHIBIT A**  
**RFP 2024-61**



**REQUEST FOR PROPOSALS #2024-61**

**FOR**

**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
DISTRICT WIDE MECHANICAL AND HVAC SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
PAUL SAVAS, Commissioner  
MARK SHULL, Commissioner  
MARTHA SCHRADER, Commissioner  
BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Thomas Candelario  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** August 29, 2024

**TIME:** 2:00 PM, Pacific Time

**PLACE:** <https://bidlocker.us/a/clackamascounty/BidLocker>

## **SCHEDULE**

|  |   |
|--|---|
| Request for Proposals Issued.....                                | June 26, 2024                           |
| Protest of Specifications Deadline.....                          | July 10, 2024, 5:00 PM, Pacific Time    |
| Deadline to Submit Clarifying Questions.....                     | August 22, 2024, 5:00 PM, Pacific Time  |
| Madatory Walkthrough .....                                       | August 20, 2024, 9:00 AM, Pacific Time  |
| Request for Proposals Closing Date and Time.....<br>Pacific Time | August 29, 2024, 2024, 2:00 PM,         |
| Deadline to Submit Protest of Award.....                         | Seven (7) days from the Intent to Award |

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Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that North Clackamas Parks and Recreation District, through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, August 29, 2024** (“Closing”), to provide **NORTH CLACKAMAS PARKS AND RECREATION DISTRICT DISTRICT WIDE MECHANICAL AND HVAC SERVICES**. No Proposals will be received or considered after that time.

### **Location of RFP documents: OregonBuys**

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00000 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

A **Mandatory Walkthrough** will be conducted on **August 20, 2024 at 9:00 AM**. Proposers will be limited to two representatives and shall meet with County representatives with the walk-through starting at The Aquatic Center located at (**7300 SE Harmony Rd, Milwaukie, Oregon, 97222** ). Attendance will be documented through a sign-in sheet prepared by the County representative. Proposers who arrive more than ten (10) minutes after the start time of the meeting (as stated in the solicitation and by the County’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a proposal on the project

### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

### **Contact Information**

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the

interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.



**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.28 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County, on behalf of its departments and its special districts North Clackamas Parks and Recreation District is seeking Proposals from vendors to provide: district wide mechanical and HVAC services for the North Clackamas Aquatic Park, Milwaukie Community Center, and Concord Building sites.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

North Clackamas Parks and Recreation District (“NCPRD”) is seeking a partnership with a Contractor to provide full coverage mechanical service and preventative maintenance to the following facilities:

- The North Clackamas Aquatic Park (“NCAP”): a regional swim Center with a lap pool, 3 waterslides, kiddie pool, and a wave pool. The services required for this site will include Scope A & Scope B as defined below in Section 3.3.1. and Section 3.3.2.
- Milwaukie Community Center (MCC) : a 15,000 Sq. Ft facility. The services required for this site will include Scope A & Scope B as defined below in Section 3.3.1. and Section 3.3.2.
- Concord Building: a 47,000 Sq. Ft. facility currently undergoing a remodel. The services required for this site will include Scope A & Scope B as defined below in Section 3.3.1. and Section 3.3.2.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope A: Full Coverage Mechanical Service

The contractor shall:

- Complete the quarterly mechanical inspections. Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Flush heat exchangers at the Aquatic Park once a year.
- Replace shaft seals on the circulation pumps every other year at the Aquatic Park.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections, maintenance & repairs. Maintenance to be scheduled M-F 7am-4pm
- After hours emergency calls are covered under Scope A for equipment identified on the equipment list.
- Provide all materials for service inspections & repairs; this will include refrigerant and oil.

- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes non-maintainable, belts, filters, grease, refrigerant, oil, and any others required.
- All repairs are the responsibility of the contractor on maintainable systems Equipment covered under agreement per equipment lists.
- One of the goals of the contract is to assist the facility in being open to serve the public and to minimize closures and inconveniences to the public due to maintenance and mechanical issues.

- Boiler water treatment service provided in Scope A: Aquatic Park Service reports to be provided monthly to owner.
- NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and are not a part of this RFP.
- Excluded mechanical items will be evaluated at the discretion of NCPRD, these excluded repairs are open to outside vendor quotes for repair to be evaluated by NCPRD's staff. NCPRD will have sole discretion to select contractors. Contractor selected by this RFP process shall provide NCPRD with break out pricing to include mark up of materials and labor for excluded mechanical items when requested.

### 3.3.2. **Scope B: Preventative Maintenance Service**

The contractor shall:

- Complete the quarterly mechanical inspections (include a copy of your quarterly mechanical inspection plan/example). Maintenance to be scheduled M-F 7am-4pm.
- Provide all labor (Regular) to complete service inspections and maintenance outlined by the quarterly visits.
- Provide all materials for service inspections & maintenance; All consumables related to the enclosed mechanical schedule to be provided by the contractor and applied as needed. This includes belts, filters, grease.
- If the vendor is submitting a proposal for preventative maintenance only, please list your hourly rates for non-contract work include regular hourly rate, after hours rate, holiday rate and overtime rate. Include rates for any truck or trip visit charges.
- If the vendor is submitting a proposal for preventative maintenance only, list a "not to exceed" parts markup schedule for non-contract items.
- Excluded mechanical items will be evaluated at the discretion of NCPRD, these excluded repairs are open to outside vendor quotes for repair to be evaluated by NCPRD's staff. NCPRD will have sole discretion to select contractors. Contractor shall provide NCPRD with break out pricing to include mark up of materials and labor for excluded mechanical items.

#### **Maintenance Inspections:**

The intent of this agreement is to allow the contractor to make decisions about how to best maintain equipment to support NCPRD operations and minimize the risk of mechanical failures in the most effective and efficient way possible. However, the contractor's proposal must provide, at a minimum, quarterly maintenance service for all mechanical equipment included on the enclosed mechanical equipment schedules for each facility.

This includes

- Operational type inspections.
- Comprehensive type inspection.
- Quarterly filter changes on all air-handling equipment.
- Annual belt changes on applicable equipment; and
- Service Reports- Written or electronic service reports to be delivered to NCPRD Supervisor within one (1) week of service. Service reports indicate the general condition of each piece of equipment and report any repairs made or future risks for failure. Any critical items of concern discovered during a service should be reported to the supervisor immediately that day.

*The contractor must submit, with their response, a list of tasking to be performed on the included mechanical equipment schedules during these minimum service inspections detailing both operational and comprehensive in nature.*

Maintenance Response Times:

Vendor must provide (24) hours a day, (7) days a week, (365) days a year service. Service will be accessed through a single vendor contact. Service calls will be initiated by phone by an approved NCPRD staff member.

The specific nature of each call for service and its impact on NCPRD operations will be determined by NCPRD staff with input from vendor. Ultimately, the criticality of need and response required by the vendor will be decided by NCPRD staff.

- Non-Critical Response: Within (24) hours.
- Critical Response: Within (4) hours.

Access:

Access can be granted by NCPRD supervisors or their delegated staff member. Absolutely, no work can begin at any time without the approval of NCPRD supervisors; this includes standard maintenance or repair. Access for work that requires the shutdown of equipment must be preapproved by NCPRD supervisors.

All vendor employees assigned to NCPRD must have a background check completed (which will include both state and federal). This list should be updated annually and submitted to NCAP.

Subcontractors:

The intent of the RFP is to create a partnership with a contractor that can comprehensively respond to NCPRD mechanical needs. The contractor's use of subcontractors is not strictly prohibited, but preference is that the successful contractor possesses the skill and manpower to respond appropriately to all "regular" mechanical needs (based on the included NCPRD Equipment Schedule).

If a responding contractor intends to partner with a subcontractor to meet the demands of the regular service work contained within the RFP, the contractor must identify specifically which equipment they intend to have supported by a subcontractor in their response. It is assumed that regular services for equipment not identified as "subcontractor supported" in their response, will be executed directly by the staff of the responding contractor.

The selected contractor will identify all subcontractor labor before work begins. They must demonstrate that all subcontractors meet the minimum qualifications defined by the RFP and Clackamas County before work begins. This is a requirement for any work completed on NCPRD property.

Energy Conservation and Benchmarking:

NCPRD is dedicated to being conscious of Earth's resources. The selected contractor will work with NCPRD towards the goal of reducing energy usage throughout the contract period. This will include at a minimum a review of current usage and benchmarking reduction in usage each year of the contract.

Disposal:

Any waste created by the execution of the included scope is the responsibility of the contractor. Waste will be disposed of immediately and in accordance with EPA regulations. At no time will waste be stored on site or will the contractor have access to NCPRD facilities for disposal. This includes items like filters, belts, wire, conduit, sheet metal, screws, oil, refrigerant, and mechanical components.

Work Site:

The contractor will maintain clean and organized work sites. This applies to all work. Sites will be cleaned at the close of each day. No materials will be stored on site, unless approved by NCPRD staff. All waste will be removed each day. Safety is paramount and worksite will not be left in a condition that poses any potential risk to staff or patrons.

Spare Parts:

NCPRD has some spare parts existing in its facilities. Spare parts on hand may be used for repairs but will need to be replaced with like for like parts within 30 days of their use by contractor.

Chemical Systems:

Chemical feed systems for boilers are included in this RFP.

Control Systems:

NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and will NOT be included within this RFP.

The following items are included and incorporated within this RFP:

- North Clackamas Aquatic Park Equipment List
- Air Filter Service Equipment List – North Clackamas Aquatic Park
- Equipment Schedule- Concord Building
- Air Filter Service Equipment List- Concord Building
- Milwaukie Community Center- Equipment list
- Air Filter Service Equipment List- Milwaukie Community Center

Excluding Coverage:

The responding contractor may submit a list of equipment or systems they wish to exclude from all or part of the service requirements above. However, any exclusions will have an impact on NCPRD's decision during the selection process. If exclusions are to be submitted, the equipment must be clearly identified. The responding contractor must provide the specific points of service that are being excluded along with a reason for the exclusion. Exclusions must be provided in writing and submitted with the original RFP response. Any Items not excluded in the original response will be considered "included" and all points of service, inspection, repairs, and replacement will apply.

*Excluded mechanical items will be evaluated at the discretion of NCPRD, these excluded repairs are open to outside vendor quotes for repair to be evaluated by NCPRD's staff. NCPRD will have sole discretion to select contractors. Contractor shall provide NCPRD with break out pricing to include mark up of materials and labor for excluded mechanical items.*

**3.3.2. Work Schedule:**

Quarterly Service Minimum

The selected contractor shall submit a service delivery plan for the minimum required mechanical service. The delivery plan will document the approximate date of each service.

NCPRD will approve or request adjustments. The selected contractor will be expected to honor the approved service delivery plan. All work for minimum quarterly service can be scheduled on regular days Monday through Friday, 6:30 am - 5:00 pm.

Continuing Service & Emergency Repairs

Any services the contractor deems necessary to serve the intent of the agreement, beyond the quarterly minimum service requirements, may contact the NCPRD supervisor for scheduling. Any access for emergency repairs

requires the approval of NCPRD supervisors. Any interruptions in service from mechanical equipment for any reason must be approved in advance by NCPRD supervisors.

### Overtime Hours

Any overtime hours must be pre-approved by an authorized Manager or Director representative of NCPRD

#### **3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2027**, with the option for three (3) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.



**SECTION 4  
EVALUATION PROCEDURE**

- 4.1** Only proposals from firms who attended the mandatory site visit and are confirmed to have signed in will be considered for evaluation

An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

| <b>Category</b>                                  | <b>Points available:</b> |
|--|--------------------------|
| Proposer's General Background and Qualifications | 0-30                     |
| Scope of Work                                    | 0-45                     |
| Fees   | 0-25                     |
| <b>Available points</b>                          | <b>0-100</b>             |

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

### **Provide the following information in the order in which it appears below:**

### 5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.
- **List all potential sub contractors**

### 5.3. Scope of Work

1. List Typical Response times for the following Boiler issues, Mechanical pump issues, HVAC issues
2. How many boiler certified techs does your firm employ that will be available to work on NCPRD properties?
3. How many certified HVAC techs does your firm employ that will be available to work on NCPRD properties?
4. How many mechanical pump techs does your firm employ that will be available to work on NCPRD properties?
5. Does your firm employ an electrician that will be available to work on NCPRD properties?

### 5.4. Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.]

### 5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-

term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

**5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2024-61**

Submitted by: \_\_\_\_\_  
**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

## Equipment List Attachments

North Clackamas Aquatic Park

| <b>Wave Machine Mechanical Room</b> |  |             |           |                                  |
|-------------------------------------|--|-------------|-----------|----------------------------------|
| <b>Tag</b>                          | <b>Description</b>                       | <b>Type</b> | <b>QT</b> | <b>Estimated Year of install</b> |
| N/A                                 | Quincy Air Compressor 5HP Motor          | Air Comp    | 1         | 2013                             |
| N/A                                 | 50HP 3PZ Induction Pump; Heated Windings | Pump        | 2         | 1994/2002                        |
| ASU-4                               | Air Supply Unit #4 - PACE                | AHU         | 1         | 1994                             |
|                                     | Woodcock and Wilson Fans                 | Fan         | 2         | 1994                             |
| N/A                                 | Wave Pool Air Cylinder & Valves          | Valve       | 4         | varies                           |

| <b>Basement Pump Room</b> |                                       |             |           |                                  |
|---------------------------|---------------------------------------|-------------|-----------|----------------------------------|
| <b>Tag</b>                | <b>Description</b>                    | <b>Type</b> | <b>QT</b> | <b>Estimated Year of install</b> |
| N/A                       | Lap/Dive 7.5HP                        | Motor       | 2         | 2011                             |
| N/A                       | Taco Lap/Dive Pump                    | Pump        | 2         | 2011                             |
| N/A                       | Lap/Dive Filter Baskets               | Filter      | 2         | 2013                             |
| N/A                       | Wave Pool Filter Baskets              | Filter      | 2         | 2013                             |
| N/A                       | Wave Pool 25HP Pump                   | Motor       | 2         | N/A                              |
| N/A                       | Taco Wave Pool Pump                   | Pump        | 2         | 2016                             |
| N/A                       | Red Slide 5HP                         | Motor       | 1         | N/A                              |
| N/A                       | Red Slide Taco Pump                   | Pump        | 1         | 1994                             |
| N/A                       | Red Slide Filter Basket               | Filter      | 1         | 2013                             |
| N/A                       | Taco 20HP Large Slides                | Motor       | 1         | 2006                             |
| N/A                       | Interactive 10HP                      | Motor       | 1         | 2009                             |
| N/A                       | Large slide Pump                      | Pump        | 1         | 2014                             |
| N/A                       | Interactive Pump                      | Pump        | 1         | 2013                             |
| N/A                       | Large Slide/Interactive Filter Basket | Filter      | 1         | 2013                             |
| N/A                       | Pump Room Sump                        | Pump        | 3         | 2023                             |

| <b>Boiler Mechanical Room</b> |   |             |           |                                  |
|-------------------------------|---|-------------|-----------|----------------------------------|
| <b>Tag</b>                    | <b>Description</b>                              | <b>Type</b> | <b>QT</b> | <b>Estimated Year of install</b> |
| N/A                           | 10 gallon water heater - Boiler Mechanical Room | Water heat  | 1         | 2018                             |
| HX-1/2a/2b                    | Wave/Lap/Dive Heat Exchangers                   | HX          | 3         | 2012                             |
| P-1, P-2                      | Hot Water Circulation Pump 7.5HP                | Pump        | 2         | 2012                             |
| ET-1                          | Expansion Tank                                  | Tank        | 1         | 2020                             |
| BP-1, BP-2                    | Hot Water Circulation Pump 1HP                  | Pump        | 2         | 2012                             |
|                               | Boiler condensate neutralizer                   | condensate  | 2         | unk                              |
| B1, B2                        | Aerco Boilers                                   | Boiler      | 2         | 2012                             |

| 2nd Floor Mechanical Space |  |                |    |                           |
|----------------------------|--|----------------|----|---------------------------|
| Tag                        | Description                                  | Type           | QT | Estimated Year of install |
| TCAC-1                     | Air Compressor                               | Air Compressor | 1  | 2009                      |
| N/A                        | Generator 460 Ford Natural Gas - Propane     | Generator      | 1  | 1994                      |
| ASU-5                      | Air Supply Unit 5HP Supply Fan               | AHU            | 1  | 1994                      |
| ASU-5                      | Air Exhaust unit 5 HP exhaust Fan            | AHU            | 1  | 1994                      |
| ASU-3                      | Air Supply Unit (6) 7.5HP / (1) 45HP Exhaust | AHU            | 1  | 2012                      |
| N/A                        | Heat Wheel & Motor                           | Heat Wheel     | 1  | 2012                      |

Estimated date

| Filter/Chem Room |                        |       |    |                           |
|------------------|------------------------|-------|----|---------------------------|
| Tag              | Description            | Type  | QT | Estimated Year of install |
| N/A              | Spa 7.5HP Pump         | Pump  | 2  | 2015                      |
| HX-3             | Heat Exchanger         | HX    | 1  | 2012                      |
| N/A              | UV Unit                | UV    | 1  | 2010                      |
| N/A              | Auto Fill Lap/Dive/Spa | Valve | 3  | 2018                      |
|                  | Evacuation Fan         | Fan   | 1  | unk                       |

| Mechanical Space Above Office |  |              |    |                           |
|-------------------------------|--|--------------|----|---------------------------|
| Tag                           | Description                                      | Type         | QT | Estimated Year of install |
| N/A                           | Hot Water Circulation Pump 7.5HP                 | Pump         | 2  | 2015                      |
| ASU-1                         | 15HP Supply Fan                                  | AHU          | 1  | 2017                      |
| N/A                           | Carrier 30 ton air cooled unit with BACnet card  | AC condenser | 1  | 2019                      |
|                               | 30 ton DX evaporator coil                        |              | 1  | 2019                      |
| ASU-2                         | 7.5 HP PACE                                      | AHU          | 2  | N/A                       |
| N/A                           | Small heat wheel and motor                       | Heat Wheel   | 1  | 1994                      |
| N/A                           | Camus Boiler                                     | Water heat   | 1  | 2009                      |
|                               | Taco 1/9 hp circ.                                | Pump         | 2  | unk                       |
| N/A                           | Hot Water Circulation Pump 1 HP for Camus Boiler | Pump         | 2  | 2015                      |

| Sewage Pump Station |                     |      |    |                           |
|---------------------|---------------------|------|----|---------------------------|
| Tag                 | Description         | Type | QT | Estimated Year of install |
| N/A                 | Marathon 10HP Pumps | Pump | 2  | 2004                      |
| N/A                 | 1/2HP Sump          | Pump | 1  | 1994                      |

**Kitchen Mechanical Space**

| Tag   | Description                 | Type | QT | Estimated Year of install |
|-------|-----------------------------|------|----|---------------------------|
| N/A   | Hood 3HP                    | Hood | 1  | 2002                      |
| N/A   | Kitchen Hot Water Heater    | WH   | 1  | 2008                      |
| ASU-7 | 3HP Supply Fan              | AHU  | 1  | 2008                      |
| N/A   | MAU Pizza Oven 1/2HP        | AHU  | 1  | 2018                      |
| N/A   | Electric Heating Coil Units | Heat | 7  | 1994                      |

**Kiddie Mechanical Room**

| Tag  | Description               | Type  | QT | Estimated Year of install |
|------|---------------------------|-------|----|---------------------------|
| HX-4 | Heat Exchanger            | HX    | 1  | 2012                      |
| N/A  | Pentair 1.5 HP motor/pump | Motor | 1  | 2016                      |
| N/A  | Pentair 1.5HP Pump        | Pump  | 1  | 2016                      |

**Varied location**

| Tag | Description                | Type | QT | Estimated Year of install |
|-----|----------------------------|------|----|---------------------------|
| N/A | VAV or Terminal boxes      | Heat | 4  | 2012                      |
| N/A | Re-heat coils              | Heat | 3  | 1994                      |
| N/A | Lobby Entrance Air Curtain | AHU  | 1  | 2024                      |

Estimated date



**North Clackamas Aquatic Park**  
**FILTER List**  
**7300 SE Harmony Rd, Milwaukie, Oregon, 97222**

**ASU 1**

20x20 QTY 9

20x16 QTY 3

**ASU 2**

20x20 QTY 13

**ASU 3**

**Intake**

12x24x4 QTY 10

24x24x4 QTY 21

**Exhaust**

12x24x4 QTY 10

24x24x4 QTY 21

**ASU 4**

20x20 QTY 4

**ASU 5**

20x20 QTY 9

**ASU 6**

20x12x4 QTY 1

**ASU 7**

20x20 QTY 2

EQUIPMENT SCHEDULE MILWAUKIE COMMUNITY CENTER

5440 SE KELLOGG Creek Drive Milwaukie, Oregon,

97222

| Qty | Equipment                   | Manufacturer     | Model             | Serial#              | Rating  | Location               | Area Served     |
|-----|-----------------------------|------------------|-------------------|----------------------|---------|------------------------|-----------------|
| 1   | Cooler 001                  | Larkin-Heatcraft | LHT031L6CF        | T12D08557            | 2 Ton   | GROUND                 | Outside Walk-in |
| 1   | Cooler 002                  | Larkin-Heatcraft | LHT010X6CFM       |                      | 2 Ton   | Roof/Kitchen           | Kitchen         |
| 1   | Evaporative Cooler / Reznor | Reznor           |                   |                      | 1       | Roof                   | Kitchen         |
| 1   | WIF Freezer 001             | BOHN             |                   |                      | 2 Ton   | Roof / Kitchen Freezer | Kitchen         |
| 1   | EF-20                       | Cook 2009        | 180-VCR-180VCBR B | 033SC70572           | 0.5 HP  | Roof                   | Kitchen         |
| 1   | EF 001                      | PACE             |                   | 79-36363             | 0.5 HP  | Roof                   |                 |
| 1   | EF 002                      | PACE             |                   |                      | 0.5 HP  | Roof                   |                 |
| 1   | EF 003                      | PACE             |                   |                      | 0.5 HP  | Roof                   |                 |
| 1   | EF 004                      | PACE             |                   |                      | 0.5 HP  | Roof                   |                 |
| 1   | HWHTR 001                   | Polaris          |                   |                      | 1       | Mech Closet<br>Kitchen |                 |
| 1   | HWHTR 002 (Solar)           | Polaris          |                   |                      | 1       | Mech Closet<br>Kitchen |                 |
| 1   | PKG 001                     | York             | ZE048N10A2AAA4 A  | N1D5611436           | 4 Ton   | Roof                   |                 |
| 1   | PKG 002                     | York             | ZE048N10A2AAA4 A  | N1D5611434           | 4 Ton   | Roof                   |                 |
| 1   | PKG 003                     | York             | ZE036N08A2AA4     | N1D5611426           | 3 Ton   | Roof                   |                 |
| 1   | PKG 004                     | York             | ZE036N08A2AA4     | N1D5611427           | 3 Ton   | Roof                   |                 |
| 1   | SPLT 001                    | Daikin           | 3MXS24RMVJU       | G005547              | 2 Ton   | Roof / Kitchen         | Kitchen (2 AH)  |
| 1   | SPLT 002                    | Carrier          | 38CKC048570       | 1804E18226           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 003                    | Carrier          | 38CKC048570       |                      | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 004                    | Carrier 2002     | 38CKC048560       | 2502E21848           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 005                    | Carrier 2002     | 38CKC048560       | AC5 American Sticker | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 006                    | Carrier 2001     | 38CK042510        | 1701E18195           | 3.5 Ton | Roof/Mech Closet       |                 |
| 1   | SPLT 007                    | Carrier 2004     | 38CK030510        | 1004E38490           | 2.5 Ton | Roof/Mech Closet       |                 |
| 1   | SPLT 008                    | Daiken           | DX13SA0361AE      | 1807396117           | 3 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 009                    | Carrier 2002     | 38CK048360        | 2502E21846           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 010                    | Carrier 2002     | 38CK048360        |                      | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 011                    | Carrier 2002     | 38CK048360        |                      | 4 Ton   | Roof/Mech Closet       |                 |

EQUIPMENT SCHEDULE MILWAUKIE COMMUNITY CENTER

5440 SE KELLOGG Creek Drive Milwaukie, Oregon,

97222

| Qty | Equipment                   | Manufacturer     | Model            | Serial#              | Rating  | Location               | Area Served     |
|-----|-----------------------------|------------------|------------------|----------------------|---------|------------------------|-----------------|
| 1   | Cooler 001                  | Larkin-Heatcraft | LHT031L6CF       | T12D08557            | 2 Ton   | GROUND                 | Outside Walk-in |
| 1   | Cooler 002                  | Larkin-Heatcraft | LHT010X6CFM      |                      | 2 Ton   | Roof/Kitchen           | Kitchen         |
| 1   | Evaporative Cooler / Reznor | Reznor           |                  |                      | 1       | Roof                   | Kitchen         |
| 1   | WIF Freezer 001             | BOHN             |                  |                      | 2 Ton   | Roof / Kitchen Freezer | Kitchen         |
| 1   | EF-20                       | Cook 2009        | 180-VCR-180VCR B | 033SC70572           | 0.5 HP  | Roof                   | Kitchen         |
| 1   | EF 001                      | PACE             |                  | 79-36363             | 0.5 HP  | Roof                   |                 |
| 1   | EF 002                      | PACE             |                  |                      | 0.5 HP  | Roof                   |                 |
| 1   | EF 003                      | PACE             |                  |                      | 0.5 HP  | Roof                   |                 |
| 1   | EF 004                      | PACE             |                  |                      | 0.5 HP  | Roof                   |                 |
| 1   | HWHTR 001                   | Polaris          |                  |                      | 1       | Mech Closet<br>Kitchen |                 |
| 1   | HWHTR 002 (Solar)           | Polaris          |                  |                      | 1       | Mech Closet<br>Kitchen |                 |
| 1   | PKG 001                     | York             | ZE048N10A2AAA4 A | N1D5611436           | 4 Ton   | Roof                   |                 |
| 1   | PKG 002                     | York             | ZE048N10A2AAA4 A | N1D5611434           | 4 Ton   | Roof                   |                 |
| 1   | PKG 003                     | York             | ZE036N08A2AA4    | N1D5611426           | 3 Ton   | Roof                   |                 |
| 1   | PKG 004                     | York             | ZE036N08A2AA4    | N1D5611427           | 3 Ton   | Roof                   |                 |
| 1   | SPLT 001                    | Daikin           | 3MXS24RMVJU      | G005547              | 2 Ton   | Roof / Kitchen         | Kitchen (2 AH)  |
| 1   | SPLT 002                    | Carrier          | 38CKC048570      | 1804E18226           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 003                    | Carrier          | 38CKC048570      |                      | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 004                    | Carrier 2002     | 38CKC048560      | 2502E21848           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 005                    | Carrier 2002     | 38CKC048560      | AC5 American Sticker | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 006                    | Carrier 2001     | 38CK042510       | 1701E18195           | 3.5 Ton | Roof/Mech Closet       |                 |
| 1   | SPLT 007                    | Carrier 2004     | 38CK030510       | 1004E38490           | 2.5 Ton | Roof/Mech Closet       |                 |
| 1   | SPLT 008                    | Daiken           | DX13SA0361AE     | 1807396117           | 3 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 009                    | Carrier 2002     | 38CK048360       | 2502E21846           | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 010                    | Carrier 2002     | 38CK048360       |                      | 4 Ton   | Roof/Mech Closet       |                 |
| 1   | SPLT 011                    | Carrier 2002     | 38CK048360       |                      | 4 Ton   | Roof/Mech Closet       |                 |

CONCORD EQUIPMENT LIST

VRF FAN COIL UNIT SCHEDULE

| SYMBOL | AREA SERVED              | MFR | MODEL       | TYPE     | ASSOC CU | ASSOC HRB | SUPPLY FAN/VENTILATION/COOLING COIL |              |          | HEATING COIL       |                 |               | FILTER ELECTRICAL |       |      | MAX WT (LBS) | NOTES |         |             |
|--------|--------------------------|-----|-------------|----------|----------|-----------|-------------------------------------|--------------|----------|--------------------|-----------------|---------------|-------------------|-------|------|--------------|-------|---------|-------------|
|        |                          |     |             |          |          |           | TOTAL CFM                           | MIN. OSA CFM | NOM TONS | SENS CAP REQ (MBH) | TOTAL CAP (MBH) | MIN CAP (MBH) | EFF MERV          | VOLTS | PH   |              |       | MCA     | MOCAP (LBS) |
|        |                          |     |             |          |          |           | CU-1                                | HRB-1        | 3.5      | 33.6               | 42.0            | 47.0          | 13                | 208   | 1    |              |       | 2.3     | 15          |
| FCU-01 | EVENT ROOM 127           | LG  | ARNU423M2A4 | DUCTED   | CU-1     | HRB-1     | 1260                                | 310          | 3.5      | 33.6               | 42.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-02 | EVENT ROOM 127           | LG  | ARNU423M2A4 | DUCTED   | CU-1     | HRB-1     | 1260                                | 310          | 3.5      | 33.6               | 42.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-03 | OFFICES 114 THRU 120     | LG  | ARNU423M2A4 | DUCTED   | CU-1     | HRB-1     | 1260                                | 190          | 3.5      | 33.6               | 42.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-04 | OFFICE 121 & STOR 113    | LG  | ARNU483M3A4 | DUCTED   | CU-1     | HRB-1     | 1460                                | 185          | 4.0      | 38.4               | 48.0            | 13            | 208               | 1     | 3.1  | 15           | 120   | 1,2     |             |
| FCU-05 | OFFICE 129 & STOR 128    | LG  | ARNU363M2A4 | DUCTED   | CU-2     | HRB-2     | 1020                                | 110          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-06 | OFFICE 130 & LOBBY 131   | LG  | ARNU423M2A4 | DUCTED   | CU-2     | HRB-2     | 1260                                | 305          | 3.5      | 33.6               | 42.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-07 | REC 101                  | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 375          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-08 | REC 102                  | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 375          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-09 | REC 103                  | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 375          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-10 | REC 104                  | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 375          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-11 | NCPRD MTG 105            | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 295          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-12 | NCPRD MTG 106            | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 310          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-13 | NCPRD MTG 107            | LG  | ARNU363M2A4 | CASSETTE | CU-5     | HRB-5     | 990                                 | 295          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.09 | 15           | 75    | 1,3,4,5 |             |
| FCU-14 | OFFICE 215 & STORAGE 214 | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 75           | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-15 | OFFICE 216               | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 100          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-16 | OFFICE 217               | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 70           | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-17 | WORKRM 218 & OFFICE INT  | LG  | ARNU423M2A4 | DUCTED   | CU-3     | HRB-3     | 640                                 | 115          | 2.0      | 19.2               | 24.0            | 13            | 208               | 1     | 2.9  | 15           | 120   | 1,2     |             |
| FCU-18 | OFFICE 219/220/83        | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 65           | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-19 | CONF 223 & KITCHEN 222   | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 105          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-20 | CONF 223 & STOR 108C     | LG  | ARNU423M2A4 | DUCTED   | CU-3     | HRB-3     | 640                                 | 105          | 2.0      | 19.2               | 24.0            | 13            | 208               | 1     | 2.9  | 15           | 120   | 1,2     |             |
| FCU-21 | OFFICE 200               | LG  | ARNU363M2A4 | DUCTED   | CU-3     | HRB-3     | 1020                                | 65           | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-22 | REC 201                  | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-23 | REC 202                  | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 400          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-24 | REC 203                  | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-25 | REC 204                  | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-26 | NCPRD MTG 205            | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-27 | NCPRD MTG 206            | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |
| FCU-28 | NCPRD MTG 207            | LG  | ARNU363M2A4 | DUCTED   | CU-4     | HRB-4     | 1020                                | 350          | 3.0      | 28.8               | 36.0            | 13            | 208               | 1     | 2.3  | 15           | 120   | 1,2     |             |

NOTES:

- 1 PROVIDE CONDENSATE PUMP.
- 2 PROVIDE MERV 13 FILTER AND FILTER BOX AT INLET ON ALL DUCTED FAN COILS.
- 3 PROVIDE CUSTOM BOX FRAME W/ MERV-13 PLEATED AIR FILTERS FOR FOUR-WAY CASSETTE UNITS.
- 4 VENTILATION AIR DUCTED DIRECTLY TO ASSOCIATED SPACE THRU WALL GRILLE.
- 5 LIMIT CASSETTE FAN SPEED TO MED/LOW.
- 6 REFER TO DRAWINGS FOR EXTENT OF REQUIRED 1" DUCT LINER FROM FAN COIL UNIT.

# ELECTRIC HEATER SCHEDULE

| SYMBOL | EQUIPMENT TYPE    | COLOR    | KW HEAT | BASIS OF DESIGN |     | ELECT. VOLT/PH | NOTES |
|--------|-------------------|----------|---------|-----------------|-----|----------------|-------|
|        |                   |          |         | DESIGN          | CUI |                |       |
| ECH-1  | VESTIBULE 100     | WHITE    | 6.0     | INDEECO         | CUI | 208/1          | 3     |
| EWH-1  | STORAGE 125       | SEE NOTE | 3.0     | INDEECO         | CUI | 208/1          | 1, 2  |
| EWH-2  | STAIR S2          | WHITE    | 3.0     | INDEECO         | CUI | 208/1          | 3     |
| EWH-3  | STAIR S1          | WHITE    | 3.0     | INDEECO         | CUI | 208/1          | 3     |
| EWH-4  | NORTH WING STAIRS | WHITE    | 3.0     | INDEECO         | CUI | 208/1          | 3     |
| EWH-5  | WOMENS RR 213     | WHITE    | 3.0     | INDEECO         | CUI | 208/1          | 3     |
| EWH-6  | MENS RR 211       | WHITE    | 3.0     | INDEECO         | CUI | 208/1          | 3     |
| ECH-1  | KITCHEN 126       | WHITE    | 6.0     | INDEECO         | CUI | 208/1          | 3     |

NOTES:  
 1 PROVIDE CUSTOM SPECIAL COLOR OPTION TO BE CONFIRMED BY ARCHITECT PRIOR TO ORDERING.  
 2 PROVIDE AUTOMATIC CONTROLS TO DISABLE HEATER WHEN OSA TEMPERATURE IS ABOVE 45°F AND LIMIT SETPOINT TO 60°F MAX.  
 3 INTEGRAL THERMOSTAT.

# GRILLE, REGISTER AND DIFFUSER SCHEDULE

| SYMBOL | TYPE                       | FACE                    | FRAME         | DAMPER | MATERIAL | FINISH | BASIS OF DESIGN | REMARKS |
|--------|----------------------------|-------------------------|---------------|--------|----------|--------|-----------------|---------|
| CD-1   | CEILING DIFFUSER           | LOUVERED                | LAY-IN        | NONE   |          | WHITE  | PRICE SMDA      |         |
| CD-2   | CEILING DIFFUSER           | LOUVERED                | SURFACE       | NONE   |          | WHITE  | PRICE SMDA      | 1,2     |
| CD-3   | CEILING DIFFUSER           | ROUND CONE              | SURFACE       | NONE   |          | WHITE  | PRICE RCDA      | 3,4     |
| CEG-1  | CEILING EXHAUST GRILLE     | PERFORATED              | LAY-IN        | NONE   |          | WHITE  | PRICE PDDR      |         |
| CEG-2  | CEILING EXHAUST GRILLE     | PERFORATED              | SURFACE       | NONE   |          | WHITE  | PRICE PDDR      |         |
| CRG-1  | CEILING RETURN GRILLE      | PERFORATED              | LAY-IN        | NONE   |          | WHITE  | PRICE PDDR      |         |
| CRG-2  | CEILING RETURN GRILLE      | PERFORATED              | SURFACE       | NONE   |          | WHITE  | PRICE PDDR      | 1       |
| CRG-3  | CEILING RETURN GRILLE      | EGG-GRATE               | SURFACE       | NONE   |          | WHITE  | PRICE 80        |         |
| CTG-1  | CEILING TRANSFER GRILLE    | PERFORATED              | LAY-IN        | NONE   |          | WHITE  | PRICE PDDR      |         |
| CTG-2  | CEILING TRANSFER GRILLE    | PERFORATED              | SURFACE       | NONE   |          | WHITE  | PRICE PDDR      | 1       |
| EG-1   | EXHAUST GRILLE             | FIXED BAR 45 DEG. DEFL. | 1-1/4" BORDER | NONE   |          | WHITE  | PRICE 530       |         |
| SG-1   | SUPPLY GRILLE              | DOUBLE DEFLECTION       | 1-1/4" BORDER | NONE   |          | WHITE  | PRICE 520       |         |
| RG-1   | RETURN GRILLE              | FIXED BAR 45 DEG. DEFL. | 1-1/4" BORDER | NONE   |          | WHITE  | PRICE 530       |         |
| RG-2   | RETURN GRILLE (HEAVY DUTY) | FIXED BAR 45 DEG. DEFL. | 1-1/4" BORDER | NONE   |          | WHITE  | PRICE 96        |         |
| TG-1   | TRANSFER GRILLE            | FIXED BAR 45 DEG. DEFL. | 1-1/4" BORDER | NONE   |          | WHITE  | PRICE 530       | 5       |

REMARKS:  
 1 18x18 MODULE SIZE  
 2 PROVIDE ADJUSTABLE PATTERN DEFLECTORS W/ FOUR-WAY DISCHARGE. ADJUST DEFLECTORS TO VERTICAL DISCHARGE FOR DIFFUSERS ALONG THE PERIMETER.  
 3 PROVIDE FULLY ADJUSTABLE AIRFLOW PATTERN OPTION AND ADJUST FOR MOSTLY VERTICAL AIR PATTERN.  
 4 PROVIDE WIRE GUARD.  
 5 PROVIDE COMPACT RETURN AIR SILENCER (PRICE RAS) TO BE INSTALLED BEHIND THE TRANSFER GRILLE.

# VARIABLE REFRIGERANT FLOW HEAT RECOVERY CONDENSING UNIT SCHEDULE

| SYMBOL | MFR | MODEL       | AREA SERVED            | AIR SOURCE CONDENSER |           |           | ELECTRICAL |         |     | MAX WT (LBS) | NOTES |
|--------|-----|-------------|------------------------|----------------------|-----------|-----------|------------|---------|-----|--------------|-------|
|        |     |             |                        | NOM TONS             | CAP (MBH) | CAP (MBH) | MODULE 1   | VOLT/PH | MCA |              |       |
| CU-1   | LG  | ARUM1688TBS | EAST WING, LOWER LEVEL | 14                   | 168       | 189       | 208/3      | 53.6    | 70  | 700          | 1,2,3 |
| CU-2   | LG  | ARUM0468TBS | EAST WING, LOWER LEVEL | 8                    | 96        | 108       | 208/3      | 26.5    | 40  | 600          | 1,2,3 |
| CU-3   | LG  | ARUM2418TBS | EAST WING, UPPER LEVEL | 20                   | 222       | 230       | 208/3      | 63.2    | 80  | 900          | 1,2,3 |
| CU-4   | LG  | ARUM2418TBS | NORTH WING, LOWER      | 20                   | 222       | 230       | 208/3      | 63.2    | 80  | 900          | 1,2,3 |
| CU-5   | LG  | ARUM2418TBS | NORTH WING, UPPER      | 20                   | 222       | 230       | 208/3      | 63.2    | 80  | 900          | 1,2,3 |

NOTES:  
 1. COORDINATE REFRIGERANT PIPING WITH OTHER TRADES.  
 2. SIZE REFRIGERANT PIPING PER MFR.'S RECOMMENDATIONS.  
 3. REFRIGERANT TYPE R-410A.

CONCORD EQUIPMENT LIST

**VRF HEAT RECOVERY BOX SCHEDULE**

| SYMBOL | LOCATION     | BASIS OF DESIGN |          |          | ELECTRICAL          |       |    |      | MAX WT (LBS) | NOTES |       |
|--------|--------------|-----------------|----------|----------|---------------------|-------|----|------|--------------|-------|-------|
|        |              | MFR             | MODEL    | ASSOC CU | # OF FAN-COIL CONN. | VOLTS | PH | MCA  |              |       | MOCOP |
| HRB-1  | STORAGE 123  | LG              | PRHR083A | CU-1     | 4                   | 208   | 1  | 0.27 | 15           | 60    | 1     |
| HRB-2  | STORAGE 207C | LG              | PRHR083A | CU-2     | 2                   | 208   | 1  | 0.17 | 15           | 60    | 1     |
| HRB-3  | ATTIC        | LG              | PRHR083A | CU-3     | 8                   | 208   | 1  | 0.27 | 15           | 60    | 1     |
| HRB-4  | STORAGE 108  | LG              | PRHR083A | CU-4     | 7                   | 208   | 1  | 0.27 | 15           | 60    | 1     |
| HRB-5  | ATTIC        | LG              | PRHR083A | CU-5     | 7                   | 208   | 1  | 0.27 | 15           | 60    | 1     |

NOTES:  
 1. EACH FAN COIL SERVED BY HRB SHALL BE CONTROLLED BY A DEDICATED T-STAT AND BE CAPABLE OF OPERATING INDEPENDENTLY IN EITHER COOLING OR HEATING MODE.

**ROOF HOOD SCHEDULE**

| SYMBOL | AREA SERVED            | BASIS OF DESIGN |           |           | AIR FLOW (CFM) | TSP (IN.WG) | THROAT AREA (SQ.FT.) | NOTES |
|--------|------------------------|-----------------|-----------|-----------|----------------|-------------|----------------------|-------|
|        |                        | MFR             | MODEL     | GREENHECK |                |             |                      |       |
| IH-1   | ERV VENTILATION INTAKE | FGH-16X30       | FGH-16X30 | GREENHECK | 2,400          | 0.033       | 3.3                  | 1.2   |
| RH-1   | ERV RELIEF             | FGR-16X30       | FGR-16X30 | GREENHECK | 2,400          | 0.007       | 3.3                  | 1.2   |

NOTES:  
 1. AIRFLOW AND TSP LISTED IS BASED ON ERV MAXIMUM CFM.  
 2. REFER TO ROOF PLANS FOR HOOD QUANTITIES.

**CONDENSING UNIT (DX) SCHEDULE**

| SYMBOL | MFR | MODEL      | ASSOC. IDU | CONDENSER |           | ELECTRICAL |      |     | MAX WT (LBS) | NOTES |
|--------|-----|------------|------------|-----------|-----------|------------|------|-----|--------------|-------|
|        |     |            |            | NOM TONS  | CAP (MBH) | VOL/PH     | MCA  | MOP |              |       |
| CU-6   | LG  | LSU240HFV3 | FC-DX-01   | 2         | 22        | 208/3      | 19.0 | 30  | 150          | 1     |

NOTES:  
 1. PROVIDE LOW AMBIENT KIT FOR COOLING DOWN TO 14°F.

**FAN COIL (DX) SCHEDULE**

| SYMBOL   | AREA SERVED      | BASIS OF DESIGN |            |      | COOLING COIL |          |                    | ELECTRICAL | NOTES |                 |   |
|----------|------------------|-----------------|------------|------|--------------|----------|--------------------|------------|-------|-----------------|---|
|          |                  | MFR             | MODEL      | TYPE | ASSOC CU     | NOM TONS | SENS CAP REQ (MBH) |            |       | TOTAL CAP (MBH) |   |
| FC-DX-01 | IT / SERVER ROOM | LG              | LSN243HLV3 | WALL | CU-6         | 2.0      | 17.6               | 22.0       | 208   | 1               | 1 |

NOTES:  
 1. PROVIDE CONDENSATE PUMP.

CONCORD EQUIPMENT LIST

ENERGY RECOVERY UNIT SCHEDULE

| SYMBOL | AREA SERVED         | BASIS OF DESIGN |             | SUPPLY FAN |         |     |              | EXHAUST FAN |           |           |      | HEAT RECOVERY |           |        |      | ELECTRICAL |    |               |          | MAX WT (LBS) | NOTES |       |    |     |      |    |     |     |       |       |
|--------|---------------------|-----------------|-------------|------------|---------|-----|--------------|-------------|-----------|-----------|------|---------------|-----------|--------|------|------------|----|---------------|----------|--------------|-------|-------|----|-----|------|----|-----|-----|-------|-------|
|        |                     | MFR             | MODEL       | TOTAL CFM  | OSA CFM | MIN | ESP (IN H2O) | FAN RPM     | VFD (Y/N) | TOTAL CFM | MHP  | FAN RPM       | VFD (Y/N) | WINTER |      | SUMMER     |    | AUX HEAT (KW) | EFF MERV |              |       | VOLTS | PH | MCA | MOCP |    |     |     |       |       |
|        |                     |                 |             |            |         |     |              |             |           |           |      |               |           | EA     | EA   | EA         | EA |               |          |              |       |       |    |     |      | EA | EA  | EA  | EA    |       |
| ERV-1  | EVENT ROOM 127      | ALDES           | E110L-FI-EC | 720        | 720     | 0.6 | 0.5          | 1555        | N         | 720       | 0.5  | 1555          | N         | 720    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-2  | LOWER LEVEL OFFICES | ALDES           | E110L-FI-EC | 790        | 790     | 0.6 | 0.5          | 1555        | N         | 790       | 0.5  | 1555          | N         | 790    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-3  | LOWER LEVEL NORTH   | ALDES           | PE30        | 2,400      | 2,400   | 1.0 | 2.0          | 1312        | Y         | 2,400     | 2.0  | 1257          | Y         | 2,400  | 2.0  | 1257       | 70 | 38.3          | 92       | 80.7         | 75    | 86.3  | 24 | 8   | 208  | 3  | 120 | 125 | 1,200 | 1,2,3 |
| ERV-4  | UPPER LEVEL OFFICES | ALDES           | E110L-FI-EC | 700        | 700     | 0.6 | 0.5          | 1555        | N         | 700       | 0.5  | 1555          | N         | 700    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-5  | UPPER LEVEL NORTH   | ALDES           | E110L-FI-EC | 700        | 700     | 0.6 | 0.5          | 1555        | N         | 700       | 0.5  | 1555          | N         | 700    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-6  | UPPER LEVEL NORTH   | ALDES           | E650L-FI-EC | 400        | 400     | 0.6 | 0.25         | 1253        | N         | 400       | 0.25 | 1253          | N         | 400    | 0.25 | 1253       | 56 | 36.2          | 80       | 75           | 87    | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-7  | UPPER LEVEL NORTH   | ALDES           | E110L-FI-EC | 700        | 700     | 0.6 | 0.5          | 1555        | N         | 700       | 0.5  | 1555          | N         | 700    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |
| ERV-8  | UPPER LEVEL NORTH   | ALDES           | E110L-FI-EC | 700        | 700     | 0.6 | 0.5          | 1555        | N         | 700       | 0.5  | 1555          | N         | 700    | 0.5  | 1555       | 70 | 37.7          | 80.4     | 75           | 86.6  | -     | 8  | 208 | 1    | 9  | 15  | 375 | 3     |       |

- NOTES:
- PROVIDE RETURN AIR SMOKE DETECTOR, FURNISHED BY DIVISION 28 AND INSTALLED BY DIVISION 23.
  - PROVIDE MINIMUM 15 OF 1" LINED DUCTWORK FROM EQUIPMENT. REFER TO DRAWINGS.
  - REFER TO DRAWINGS FOR LOCATION OF MOTORIZED ISOLATION DAMPERS.

ROOFTOP HEAT PUMP SCHEDULE

| SYM BOL | BASIS OF DESIGN      | SUPPLY FAN |             |             |              | RETURN FAN |         |           |           | DX COOLING COIL |         |         |           | HEAT PUMP | AIR SOURCE HEAT PUMP CONDENSER |                |         |         | FILTER | ELECT RICAL |              |          |                    |                    |   |    |     |    |    |         |   |      |   |
|---------|----------------------|------------|-------------|-------------|--------------|------------|---------|-----------|-----------|-----------------|---------|---------|-----------|-----------|--------------------------------|----------------|---------|---------|--------|-------------|--------------|----------|--------------------|--------------------|---|----|-----|----|----|---------|---|------|---|
|         |                      | TOTAL CFM  | DCV MIN CFM | MIN OSA CFM | ESP (IN H2O) | FAN MHP    | FAN RPM | VFD (Y/N) | TOTAL CFM | ESP (IN H2O)    | FAN MHP | FAN RPM | VFD (Y/N) |           | TOTAL CAP (MBH)                | SENS CAP (MBH) | EDB (F) | EMB (F) |        |             | AUX HTG (KW) | NOM TONS | CLG AMBIENT DB (F) | HTG AMBIENT DB (F) |   |    |     |    |    |         |   |      |   |
| HP-1    | GYM (RECREATION 210) | 2,000      | 300         | 775         | 2            | 1975       | Y       | 2,000     | 0.5       | 1               | 966     | Y       | 59.2      | 52.9      | 80.1                           | 63.9           | 54.3    | 53.1    | 38     | 7.5         | 6            | 95       | 12                 | 47                 | 3 | 13 | 208 | 41 | 50 | 79x44x8 | 2 | 160  | 1 |
| HP-2    | GYM (RECREATION 210) | 2,000      | 300         | 775         | 2            | 1975       | Y       | 2,000     | 0.5       | 1               | 966     | Y       | 59.2      | 52.9      | 80.1                           | 63.9           | 54.3    | 53.1    | 38     | 7.5         | 6            | 95       | 12                 | 47                 | 3 | 13 | 208 | 41 | 50 | 79x44x8 | 2 | 1600 | 1 |

- NOTES:
- PROVIDE SPRING ROOF CURB (2" DEFLECTION) TO BE INSTALLED ON REQUIRED STRUCTURAL CURB.
  - MAX WEIGHT INCLUDES WEIGHT OF UNIT AND SPRING CURB. UNITS EXCEEDING MAX WEIGHT CANNOT BE INSTALLED DUE TO STRUCTURAL WEIGHT RESTRICTION.
  - PROVIDE 0-100% MODULATING AIR ECONOMIZER, WITH 0-100% MODULATING POWER EXHAUST.
  - BALANCE OSA TO DEMAND CONTROL VENTILATION [DCV] MINIMUM.
  - PROVIDE RETURN AIR SMOKE DETECTOR, FURNISHED BY DIVISION 28 AND INSTALLED BY DIVISION 23.
  - PROVIDE MINIMUM 15 OF 1" LINED DUCTWORK FROM EQUIPMENT. REFER TO DRAWINGS.

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



# HMS COMMERCIAL SERVICE, INC.

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## HVAC SERVICE & CONTROLS

**Account Manager:** Colby Lewis

**Email:** [colbyl@hmsinc.us](mailto:colbyl@hmsinc.us)

**Office:** (503) 220-0394

**Cell:** (503) 206-1863

### Response to Invitation to Bid



#2024-61 North Clackamas Parks and Recreation District

District Wide Mechanical and HVAC Services

**Reference:** Request for Proposals #2024-61  
North Clackamas Parks and Recreation District  
District Wide Mechanical and HVAC Services

**Subject:** Letter of Interest

Mr. Candelario,

We are pleased to submit to you our proposal (ITB) for the above-referenced project. We appreciate the opportunity North Clackamas Parks and Recreation District has afforded to participate in the ITB process and hope the information provided will help with your decision.

HMS Commercial Service, Inc. is submitting our information based upon the award of Scope B Preventative Maintenance Service contract.

If awarded the Scope B Preventative Maintenance Service Contract HMS Commercial Service will commit our company strengths supporting North Clackamas Parks and Recreation Districts Mechanical and HVAC needs in any way and know us at HMS Commercial Service Inc. as a contractor they can trust.

HMS Commercial Service, Inc. deems the information provided to be true.

**Submitted by: Colby Lewis**

Colby Lewis

**Date:** 09/05/24

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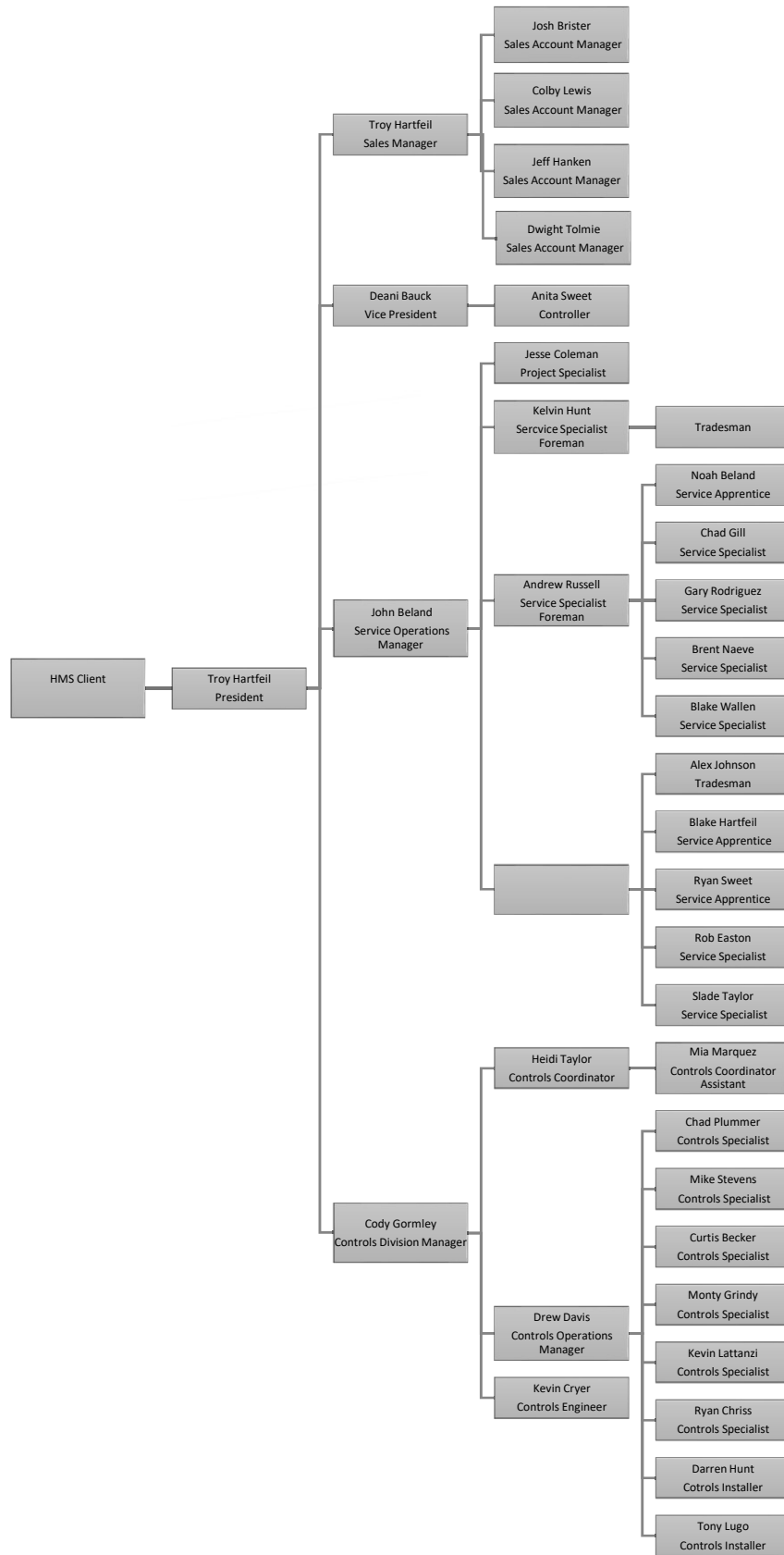
### Description of the Firm:

HMS Commercial Service, Inc. has been in business providing complete mechanical services and controls for over 15 years. Our focus is retrofit installations, replacement and service of mechanical equipment and building control systems in new and existing facilities. The individuals at HMS Commercial Service, Inc. have the experience and capabilities to manage all aspects of a project. Every job requires coordination, deliverables and documentation. HMS Commercial Service, Inc. has a team of capable service and control technicians that understand each of their responsibilities. Knowing the urgency of our clients' needs and who will perform best from our team is our strength. Our team offers experience on chillers, boilers, large commercial package equipment, pumps, fan systems, computer room units, cooling towers and miscellaneous HVAC equipment maintenance and repairs. Installation of new Distech control systems, retrofit and integration of existing open building control systems.

HMS Commercial Service, Inc. continually strives to improve upon its already highly successful approach to customer service and support. With each project HMS Commercial Service, Inc. is diligent in assessing the needs, concerns, and wants from a client to provide a holistic and innovative solution. HMS Commercial Service, Inc. is not interested in a project by project approach to the Controls & Service industry but rather looks to build a lifelong relationship with our clients providing them with the highest level of service and reliability.

### HMS Commercial Service, Inc. Organizational Chart





## Credentials of Key Individuals:

### Deani Bauck:

Deani has managed labor for over 20 years and is key to our projects communication from the field to clients. She has the ability not only to manage labor but brings years of experience in keeping projects on time. One of her many duties is entering cost and billings for each member in the Service organization. Her ability to make the proper decisions under pressure is one of her largest strengths.

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### Mike Pratasiewicz:

Mike has been in the HVAC mechanical service/ installation and controls industry for 20 years. Currently Mike is the Project Manager supervising install projects. Mike has managed projects of various sizes in K-12 Schools, Hospitals, City Municipalities, Commercial and Industrial Sites in the Oregon and Southwest Washington region.

#### Certifications:

- Oregon Electrical License
  - Oregon Class 5 Pressure Vessel License
  - York absorption chiller factory certified
  - York YK/YT centrifugal chiller factory certified
  - York YPAL RTU factory certified
  - KN/ RBI boiler factory trained
  - Taco pump system devices factory trained
- 

### Andrew Russell:

Andrew has been in the HVAC mechanical service/ installation and controls industry for 15 years. Currently Andrew is a service specialist installing and maintaining boilers, chillers, large package unit and controls in many health care facilities, office buildings, high tech facilities, and K-12 schools in the Oregon and Southwest Washington region.

#### Certifications:

- Oregon Electrical License
- Oregon Class 5 Pressure Vessel License
- Factory trained in Smardt Chillers and start up

**Jesse Coleman: Project Manager**

Jesse has been in the HVAC mechanical service/ installation and controls industry for 14 years. Currently Jesse is the Project Manager supervising install projects. Jesse has managed projects of various sizes in K-12 Schools, Hospitals, City Municipalities, Commercial and Industrial Sites in the Oregon and Southwest Washington region.

**Certifications:**

- Oregon Class 5 Pressure Vessel License
- Wabo certified structural welder
- Certified pipe welder all positions
- Operator's license:
  - Extended boom forklift
  - Forklift
  - Scissor lift
  - 10-ton crane
  - 10K front loader

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**Slade Taylor: Service Specialist**

Slade has been in the HVAC mechanical service/ installation and controls industry for 20 years. Currently Slade is a service specialist installing and maintaining chillers, large package units and controls in many health care facilities, office buildings, high tech facilities, and K-12 schools in the Oregon and Southwest Washington region.

**Certifications:**

- Oregon Electrical License
- Washington Electrical License
- EPA refrigerant handling license
- Oregon OSHA 30 license
- Oregon Class 5 Pressure Vessel License
- Trane Factory Certified: Intellipak 1 & II
- Trane Factory Certified: RTAC/ RTWD chillers
- Trane Factory Certified: Centravac centrifugal teardown
- Trane Factory Certified: Centrifugal chillers
- Trane Factory Certified: Rotary water/ air cooled chillers
- Factory Certified: Multistack/ Airstack chillers
- Factory Certified: Multistack Maglev flexsystem Gen 2 turbocore
- Factory Certified: Multistack Maglev Gen 3 turbocore
- Factory Certified: Danfoss Turbocor startup mechanic

## Similar Services:

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|                           |   |
|---------------------------|---|
| <b>Name of project:</b>   | <b>City of Hillsboro Mechanical &amp; Controls Service RFP contract # 4539</b>  |
| <b>Duration:</b>          | 3/22/2022 - 2/28/2027   |
| <b>Brief description:</b> | Full mechanical and controls service and install on multiple sites within the city. Mechanically HMS Commercial Service installed or serviced VRF systems, boilers, chillers, air handlers, and any other mechanical needs the city has. In addition to mechanical service, controls were installed or serviced as part of this RFP. HMS Commercial Service is the local Schneider and Distech controls representative. |
| <b>Client contact:</b>    | David Cobos (503) 828-7627<br><a href="mailto:david.cobos@hillsboro-oregon.gov">david.cobos@hillsboro-oregon.gov</a>  |
| <b>Name of project:</b>   | <b>Newberg-Dundee Public Schools HVAC Maintenance and Repair RFP</b>  |
| <b>Duration:</b>          | 2018 – 6/30/2026  |
| <b>Brief description:</b> | HMS Commercial Service performs at all NDPS sites the mechanical maintenance, installation, repairs, and replacement for all HVAC mechanical equipment  |
| <b>Client Contact:</b>    | Heather Bixby (503) 544-5004<br><a href="mailto:bixbyh@newberg.k12.or.us">bixbyh@newberg.k12.or.us</a>  |



## **Firms Ability:**

HMS Commercial Service, Inc. (HMS) has been trusted to provide 24/7/365, HVAC Controls, HVAC, Mechanical, and Plumbing Services for over 15 years. In that time, we have created and maintained strong working relationships, and we look forward to continuing these relationships.

## What Distinguishes HMS:

HMS Commercial Service is a true one stop shop for HVAC, Mechanical, Plumbing, and Controls service. HMS is locally owned and operated owned by a Journeyman Steamfitter. All our estimators are Journeymen Steamfitters or Plumbers, and we invest heavily in factory training of our field personnel. We maintain a top down attitude that the client and their needs come first at all costs., and strive to maintain long term relationships with our clients.

## Scope of Work:

- **Maintenance Inspections**
  - Scope B: Preventative Maintenance Service
  - Performed at Aquatic Park, Community Center, and Concord
  - (1) Operational Inspection per year
  - (1) Comprehensive Inspection per year
  - (4) Quarterly filter changes (MERV 13 on ASU 1&2 at Aquatic Park all others standard fill) per year
  - Written or electronic service reports will be delivered within 1 week of service
  
- **Typical Response Times**
  - Emergency Response time: 2 hours. Does not include travel time to site.
  - Non-Emergency Response Time: 4 hours. Does not include travel time to site.
  
- **Number of Certified Techs**
  - HVAC/Pumps/Boilers: 13 Journeymen, 4 Apprentices, 3 Mechanical Laborers
  - Plumbing: 5 Journeymen
  - Electricians: 4 Journeymen
  
- **HVAC Mechanical Chiller Services:** Maintenance per the manufacture recommendations, functional checkout, condenser and evaporator tube brushing/cleaning, condenser coil washing, refrigerant analysis, compressor oil analysis, electrical components, vibration analysis, refrigerant leak checking, refrigerant leak repairs, refrigerant monitoring systems, air cooled condenser fans and motors, cooling towers, cooling tower fans and motors, cooling tower fan bearings, cooling tower fan belts, chilled water pumps, condenser water pumps, chilled water control valves, chilled water piping, chilled water balancing, and any other chilled water components.
  
- **HVAC Mechanical Heating Water Boiler (HWB) Services:** Maintenance per the manufacture recommendations, functional checkout, combustion analysis, Control Safety Devices-1 (CSD-1) checkout, heat exchanger cleaning, condensate neutralizer, flue venting, intake combustion air, heating water pumps, heating water control valves, heating water piping, heating water balancing, and any other heating water components.
  
- **HVAC Mechanical Air Handler Unit (AHU) Services:** Maintenance per the manufacture recommendations, functional checkout, air filters, fan motors, fan wheels, fan belts, fan and motor sheaves, fan bearings, fan wheel balancing, heating water coil cleaning, chilled water coil cleaning, condensate pan, condensate drainpipe, ductwork, damper actuators, dampers, ductwork cleaning, heating, and cooling coil water balancing, air balancing, and any other associated AHU components.

- **HVAC Mechanical Variable Refrigerant Flow (VRF)/Variable Refrigerant Volume (VRV) Services:** Maintenance per the manufacture recommendations, functional checkout, fan motors, fan wheels, condenser coil washing, evaporator coil washing, condensate pans, condensate piping, and any other associated VRF/VRV components.
- **HVAC Mechanical Exhaust Fan (EF) Services:** Maintenance per the manufacture recommendations, functional checkout, fan motors, fan wheels, fan belts, fan and motor sheaves, fan bearings, ductwork cleaning, air balancing, and any other associated EF components.
- **HVAC Mechanical Rooftop Unit (RTU) Services:** Maintenance per the manufacture recommendations, functional checkout, fan motors, fan wheels, fan belts, fan and motor sheaves, fan bearings, condenser coil washing, evaporator coil washing, condensate pans, condensate piping, furnace, and any other associated RTU components.
- **Reporting:** Document and report all findings from the above to the customer in writing within one week of completion.
- **Exclusions**
  - Any labor or material outside normal PM will be quoted separately

## Fees:

- **Scope B Preventative Maintenance Service**
  - \$84,334.00 per year total for all 3 sites
  - \$31,646.00 per year total for Concord
  - \$13,651.00 per year total for Community Center
  - \$39,037.00 per year total for Aquatic Center (including CCI water treatment)
  
- **Add on Work**
  - Normal hours: \$180 per hour
  - Overtime hours: \$270 per hour
  - Sunday/Holiday: \$360 per hour
  
- **Material Mark-Up**
  - List Price plus 10%
  
- **Truck Charge**
  - \$200 per Invoice on Add on Work

## References:

- **City of Forest Grove**
  - Andrew Losli
  - 503.992.3151
  - [alosli@forestgrove.or.gov](mailto:alosli@forestgrove.or.gov)
  
- **City of Hillsboro**
  - David Cobos
  - 503.828.7627
  - [David.cobos@hillsboro-oregon.gov](mailto:David.cobos@hillsboro-oregon.gov)
  
- **Newberg-Dundee Public Schools**
  - Heather Bixby
  - 503.554.5004
  - [bixbyh@newberg.k12.or.us](mailto:bixbyh@newberg.k12.or.us)

