

REQUEST FOR PROPOSAL FOR HVAC MAINTENANCE FOR Ion Center for Violence Prevention

**835 Madison Ave
Covington, KY 41011**

Proposals Due: Wednesday, October 16, 2024

Bids may be submitted for both regions or only one region.

On-site visit date availability is listed below each location, and should be coordinated with Kristy Dangel, Chief Operations Officer, kristyd@ioncenter.org , 859-491-3335.

Northern Kentucky Region

Ion Center Outreach Office
835 Madison Avenue
Covington, KY 41011
10/2/24 – 9am - 4pm

Ion Center Emergency Shelter
119 Main St.
Newport, KY 41071
10/2/24 – 9am – 4pm

Buffalo Trace Region

Ion Center Outreach Office
111 E. Third Street
Maysville, KY 41056
10/3/24 – 9am – 4pm

Ion Center Emergency Shelter
211 E. Third Street
Maysville, KY 41056
10/3/24 – 9am – 4pm

Region(s) selection will be made on Exhibit A.

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INSTRUCTIONS TO VENDORS

1. INTENT

The intent of this proposal is to establish an Agreement with a qualified Vendor, which will provide the Customer HVAC Maintenance services.

2. DEADLINE FOR RESPONSES AND DELIVERY LOCATION

Responses to the RFP must be submitted to the Chief Operating Officer no later than 5:00 P.M., EST on Wednesday, October 16, 2024.

Responses are to be submitted to:

Chief Operations Officer

Kristy Dangel

835 Madison Ave.

Covington, KY 41011

Phone: (859) 491-3335

Email: kristyd@ioncenter.org

3. QUESTIONS OR REQUESTS FOR INFORMATION

Vendors shall direct all questions or requests for information in writing, by mail, or Email, to the Chief Operating Officer, at the address above. All questions and/or requests for information must contain point of contact name and email where responses can be directed.

There will be no response to oral inquiries.

4. REVISIONS TO THE RFP

In the event it becomes necessary to clarify or revise the addendum to the RFP. Only those Vendors who have already received the proposal documentation will be provided with the addenda.

5. BASIS OF PROPOSAL AWARD

Award of proposal shall be made to the most responsive and responsible Vendor meeting the specifications, price and other factors considered, as determined by the Customer.

6. GENERAL INSTRUCTIONS

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Vendors shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Vendor's response. Vendors are instructed to clearly identify any requirement of this RFP that the Vendor cannot satisfy. It is required that a copy of the bidders standard Service Agreement be submitted with their response to this RFP. Vendors are to submit their pricing on the pricing template (Exhibit B) provided in this RFP. Any prices submitted outside of Exhibit A will not be accepted. A Vendor's failure to comply with all provisions of this RFP may disqualify the Vendor's response.

7. COMPETITIVENESS AND INTEGRITY

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Vendors are to direct all communications regarding this proposal to the aforementioned designated individual and are not to contact Ion Center officials or employees directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in noncompliance.

8. EXCEPTIONS TO RFP

Any exceptions taken to this RFP must be identified and explained in writing. The Vendor may provide an alternate solution when taking an exception to a requirement, the benefits of which must be explained. Alternate solutions presented in lieu of a mandatory requirement must be clearly identified.

TERM AND CONDITIONS

1. LAWS AND REGULATIONS

All applicable federal, state, and local laws and regulations, as well as policies of the Customer shall apply to any resultant contract and will remain in effect throughout the period of performance of the contract.

2. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Customer against and from any and all claims or suits for damages or injury arising from Contractor's performance of this any resultant agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of any resultant contract, and shall further indemnify, defend and hold harmless the Customer against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

3. INSURANCE REQUIREMENTS

1. Commercial general liability in an amount not less than \$1,000,000 per occurrence and not less than \$2,000,000 general aggregate, including coverage for:
 - a. premises-operations;
 - b. products/completed operations;
 - c. blanket contractual liability;
 - d. broad form property damage;
 - e. independent contractor; and
 - f. Personal injury.
2. Comprehensive automobile liability for owned, hired and non-owned motor vehicles in an amount of not less than \$1,000,000 combined single limit.
3. Workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements. Notwithstanding the fact that such coverage may be elective in some states, Subcontractor shall be required to maintain such coverage for all Sub contractor's Employees.
4. Employers' liability in an amount of not less than \$1,000,000.

Vendors shall submit to the Customer, a valid Certificate of Insurance meeting the state minimum General Liability and Workers' Compensation requirements as an attachment to the bid. This shall remain in effect for the full period of performance of any resultant contract.

Vendor shall notify the Customer in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

Cancellation or modification of said policy or policies shall be considered just cause for the Customer to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performance on the contract.

4. SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval by the Customer.

5. MODIFICATIONS OF AGREEMENT

No modification of award shall be binding upon the Customer unless made in writing and signed by an authorized agent or the Customer.

6. PRICING

The Successful Vendor shall indicate all costs associated to perform the tasks for the services as indicated in the scope of services. All pricing for preventative maintenance shall be fixed and firm for the duration of the resultant contract term.

7. GENERAL

Subsequent to the receipt of Proposals, Vendor Management may require the submission of additional information either before or after the award of a contract, at no charge to the Customer, in order to ascertain whether or not the services will be suitable to meet the needs as set forth in the RFP.

8. PROPOSAL EVALUATION

Proposal evaluation will be performed by the Customer. The award of contract shall be made to the most responsive and responsible Vendor whose response to the RFP is determined to be the most advantageous to the Customer, price and other factors considered, taking into consideration the scope of services set forth below. Vendors may be contacted for clarification regarding their proposals.

9. CONTRACT EXTENSION

Customer reserves the right to negotiate and extend the contract for two years.

SCOPE OF SERVICES

The Customer requires the services of qualified Contractors to provide HVAC service. Contractor will provide a Quarterly Preventive Maintenance and On Call services for Two or Four locations of Ion Center for Violence Prevention: Northern Kentucky Region - 835 Madison Ave. Covington, KY 41011 and 119 Main St. Newport, KY 41071 and/or Buffalo Trace Region – 111 E. Third St., Maysville, KY 41056 and 211 E. Third St., Maysville, KY 41056. This service will consist of (2) Intermediate visits to Test and Inspect and (2) Comprehensive visits in the spring and fall at each location. Contractor will provide and replace all filters in each system Quarterly. Replacement filters shall be pleated. During the Spring service, all blower wheel belts must be changed, and condenser coils chemically washed. This service will also include checking the evaporator coils for dirt and debris and blowing them out with compressed air or nitrogen as needed. In the fall, the furnaces will be checked for proper operation through a series of tests.

As part of the agreement, the vendor shall:

A. Furnish labor, equipment, tools, parts, supplies and materials required for the Preventative Maintenance of the heating, ventilating, air conditioning equipment throughout the Customer's facility. All equipment and systems will be installed, maintained and repaired according to manufacturer's specifications, service manuals, industry, federal, state and local codes and regulations and all the terms, conditions, provisions, and schedules in this contract agreement.

B. Service Repairs, Parts and equipment furnished outside of the Preventive Maintenance scope will be quoted based upon time and material Not-To-Exceed. Owner must approve of work prior to work being performed. There shall be no miscellaneous charges of any kind. The use of used parts is strictly prohibited.

C. Service shall be provided on an as needed basis. Service should consist of both routine scheduled maintenance, repairs, installation, and emergency repairs whenever called for by authorized Customer personnel. Scheduled maintenance shall include inspections and tasks that meet defined preventative and predictive industry maintenance practices. All HVAC fluids, lubricants and refrigerants and/or electrical materials shall conform to manufacturer's regulations. When required, the Contractor shall provide timely service in the execution of HVAC start-up and shut-down procedures to meet seasonal changes.

D. Service Response window.

The Outreach office hours are 9:00am to 5:00pm (Mon-Fri),

The Emergency shelter is 24/7 residential living space.

The vendor's regular hours shall be as shown in Exhibit A. The expectation regarding response time is for the contractor to provide an estimated time of arrival (ETA) at time the service call is placed. With the exception of extenuating circumstances, the ETA should not exceed same day arrival for "high priority" tickets and arrival within twenty four hours for "medium priority" tickets. The priority status is based on the judgment of the Chief Operating Officer and will be shared with the contractor at the time the service call is placed. The contractor is expected to communicate with the Chief Operating Officer and Facilities Manager in a timely manner if the requested response times cannot be accommodated on any given day.

E. The Contractor must be prepared and equipped to perform maintenance and repair tasks on the Customer premises and, if required, remove equipment for in-shop repair. Whenever possible, all tasks will be performed on site. Equipment taken off site for major repair will require a written estimate for the cost of repair and must have prior approval to proceed. Invoices for such tasks without prior authorization will not be honored or paid.

F. Services shall be provided and billed on an as/per needed service call basis, and will be charged at the hourly rates quoted in Attachment B, Pricing Schedule. In response to any service call, the Contractor's service personnel shall report to the Facilities Manager upon arrival at the site, to identify the tasks and location where the work will be performed. Upon completion of work and/or departure from the premises, a detailed electronic work order must be presented to a maintenance person for review and signature and then turned over to the Chief Operating Officer.

G. The Contractor shall keep electronic maintenance records on the equipment that identifies the Customer's property control number, manufacturer, model and serial number. All service and/or repairs shall be recorded to include the date and the specific tasks performed. All records shall be available for review and/or inspection during any normal working day by authorized personnel of the agency.

H. The Contractor is required to have a minimum of two Master Level service employees per facility location trained and skilled in heating, ventilation, air conditioning equipment maintenance and repair. A Kentucky licensed electrician is required to perform projects of an electrical nature. All service shall be performed by HVAC service technicians who are trained and certified by manufacturers or other industry accepted training to service the specific equipment make, models and systems at the Customer's facilities as well as licensed electrical tradesmen to perform electrical power installation, maintenance and repairs. Training and certification of the Contractor's technicians in HVAC maintenance repair and installation of water source heat pump equipment, systems, pneumatic and electronic controls and automated Energy Management Systems is essential to the contractor agreement.

I. The Contractor is required to provide professional service in the maintenance of the Customer's heating, ventilation, air conditioning, refrigeration, plumbing and electrical equipment and systems. The Contractor's service personnel must be qualified by certification and/or be licensed to maintain the HVAC and electrical equipment to meet the standards established by the Customer with the regulations and code mandated by federal, state, and local governing agencies. Electricians must be qualified to work high and low voltage factors within the Customer. Contractor must be able to provide individual technician resumes upon award of contract and employees must be in company logo uniforms and marked service vehicles.

J. The Contractor's HVAC technicians are required to be trained and must maintain a current certificate in the recovery and disposal of all Chlorofluorocarbons in addition to experience with various systems. Electricians and plumbers must be knowledgeable and practiced in the laws, codes and regulations mandates by local, state, and federal agencies and/or bureaus. Technicians must be prepared to provide their certification numbers prior to working on the site.

K. All service and repairs shall be performed in accordance with manufacturer's specifications and recommended procedures. All electrical service shall be performed in accordance with all national electrical codes and regulations and OSHA practices. Contractor must retain "R" Stamp certifications for service of boilers.

L. The Contractor shall guarantee all workmanship for a period of ninety (90) days.

M. Repeated service calls for conditions previously serviced within this time frame shall be made at no cost to the Customer.

N. Filter sizes and quantities are for bid price only. Verify actual sizes and quantities in field prior to ordering.

EXHIBIT A

Business Information and Certification

Business Name: _____

Address: _____

City, State, Zip: _____

Contact Person for Correspondence including contract awards and renewals: _____

Phone: _____ Email: _____

Business Web address: _____

Year/Months in Business with Present Name: _____

Business References:

Proposer is to submit three (3) references that have contracted with the proposer's company. References provided will be checked at the sole discretion of The Ion Center.

1) Business Name: _____

Contract: _____

Phone: _____ Email: _____

Description of Project or work: _____

2) Business Name: _____

Contract: _____

Phone: _____ Email: _____

Description of Project or work: _____

3) Business Name:

Contract:

Phone: Email:

Description of Project or work:

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (A) above, when Ion Center expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Ion Center expends federal funds, Ion Center reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Ion Center also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Ion Center believes, in its sole discretion that it is in the best interest of Ion Center to do so. Vendor will be compensated for work performed and accepted and goods accepted by Ion Center as of the termination date if the contract is terminated for convenience of Ion Center. Any award under this procurement process is not exclusive and Ion Center reserves the right to purchase goods and services from other vendors when it is in Ion Center best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Which region(s) are included in the bid?

_____ Both Northern Kentucky and Buffalo Trace

_____ Northern Kentucky Only

_____ Buffalo Trace Only

EXHIBIT B

HVAC Schedule Maintenance and Time & Material Service Rates

Bid Submission Sheet

A. Annual Preventive Maintenance

Contractor shall provide all equipment, materials, goods, labor and services necessary for providing HVAC Preventive Maintenance in accordance with Attachment A (Scope of Work)

Annual Bid for Section A..... \$_____

B. Time & Material Service Rates

Notes: Maximum travel labor allowed to be invoiced per visit shall be 1Hour. All additional fees including equipment use, rental and sub contacts must be approved by owner.

1. Service Technician Hourly Rate (Mon.-Fri.) 7:30am-4:00pm \$_____
 2. Laborer Hourly Rate (Mon.-Fri.) 7:30am-4:00pm \$_____
 3. Service Technician Hourly Rate (Nights, Weekend & Holidays) \$_____
 4. Laborer Hourly Rate (Nights, Weekend & Holidays) \$_____
 5. Trip/Truck Charge \$_____
 6. Any additional regular fees not included in the hourly or truck charge? Describe. \$_____
-
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C. Parts and materials resale mark-up multiplier. Contractor's Cost x _____

D. Electrician and Plumber

1. Do you have licensed Electrician on staff? YES NO

2. Do you have licensed Plumber on staff YES NO

If No to either of the Questions above, what is your process to contract with each entity when their specialty is needed for HVAC services?

E. Bid Evaluation. To be completed by owner, using section A & B rates above.

Section A bid amount \$_____

B1 hourly rate _____ x 80 Hours \$_____

B2 hourly rate _____ x 10 Hours \$_____

B3 hourly rate _____ x 80 Hours \$_____

B4 hourly rate _____ x 10 Hours \$_____

B5 Trip charge _____ x 20 Trips \$_____

B6 added fees _____ x 20 Trips \$_____

Total of Section D. Bid Evaluation \$_____