

REQUEST FOR PROPOSALS
HVAC MAINTENANCE SERVICES
CITY OF POWDER SPRINGS, GEORGIA
RFP # 22-020

A. INTRODUCTION

The City of Powder Springs, Georgia is requesting sealed proposals from qualified providers for HVAC Maintenance Services.

Sealed proposals shall be received by no later than **noon EST on Thursday, Feb. 9, 2023**, at the City of Powder Springs Police Department, 1114 Richard Sailors Parkway, Powder Springs, Georgia 30127, sent to the attention of Kelly Axt, City Clerk. Late submittals will not be accepted.

The deadline for submission of questions shall be **noon EST on Thursday, Feb. 2, 2023**. All questions shall be submitted to the attention of Kelly Axt, City Clerk, at kaxt@CityofPowderSprings.org. Vendors shall submit an **original and three (3) copies** of the proposal along with an electronic copy of the proposal.

The City reserves the right to reject any or all proposals, and to waive any informality or technicality in bidding in order to purchase in the best interest of the City.

B. BACKGROUND

The City of Powder Springs is located in southwest Cobb County and is a member of the ten-county Atlanta Regional Commission. The City is located approximately twenty-two miles west of Atlanta and approximately twelve miles southwest of Marietta. Powder Springs encompasses approximately 4580 acres (approximately 7 square miles).

The City's population is currently estimated at 15,758, ranking it fifth amongst Cobb County's six municipalities. The citizenry is quite active and there has been a great emphasis on transparency in local government and easy access to public records.

C. SCOPE OF SERVICES

The City of Powder Springs is seeking proposals from qualified service providers for heating, ventilation, and air conditioning services. Services shall include repairs and maintenance. HVAC services shall comply with all city ordinances and applicable State construction codes. In addition, all services must be in compliance with the International Mechanical code. Bids shall include a copy of the contractor's current State of Georgia HVAC contractor's license and current local business license.

The contract will include services as follows:

1. Contractor shall be responsible for changing and dating filters, checking amp draws, inspecting belts, checking freon levels, inspecting heating elements, and checking overall condition of units on a quarterly basis. Belts shall be replaced annually.
2. Coil cleanings shall be done at the discretion of the city.
3. Contractor will be required to submit reports on units after each service.
4. Contractor will be required to be on site after all calls within 24 hours to diagnose and make repairs.
5. Contractor shall provide price quotes for all repairs within two (2) business days.
6. Contractor shall be required to submit all parts invoices to the city before receiving payment.

D. TERM OF AGREEMENT

The initial term of the agreement will be for one (1) year from the date of contract award. The City, at its discretion, may extend the agreement for up to three (3) additional periods of one (1) year each if agreeable to both parties.

E. PROPOSAL CONTENTS

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized and submitted in the format listed below. Straightforward, precise, and clear language is preferred over many pages of details and specifications. The City of Powder Springs reserves the right to request further information, contact client references, and require interviews/demonstrations with any responding firm.

1. Authentication Letter

Include a cover letter signed by an official authorized to solicit business and enter into contracts that summarizes the proposer's interest in providing the service and demonstrates an understanding of the overall intent and requirements of the RFP. The cover letter shall include the name, address, email address, and phone number of person (s) authorized to represent the organization.

2. Company Background

Provide information on company background to include the following:

- a. Company name, address, and phone number.
- b. Contact person, phone number, and e-mail address.
- c. Number of years in business.

- d. Size of firm (number of employees) and number of technicians available to provide services to the city.
- e. Address of local office from which service will be provided.

3. Relevant Experience

- a. Provide detailed information on the organization's background and experience in providing HVAC maintenance and repair services in municipal and other public entities.
- b. Provide a minimum of three (3) public entity references where your firm has provided HVAC maintenance and repair services during the past five(5) years. Include a contact person for each reference and their e-mail address and phone number.

6. Cost

Provide the total annual lump sum cost for HVAC maintenance services as specified under Section C, Scope of Services. The cost proposal shall include a unit price cost for all additional services listed on the Price Proposal form.

F. EVALUATION/AWARD CRITERIA

Proposals will be reviewed for responsiveness to this RFP by an Evaluation Committee and evaluated based on the following factors. Factors are listed in order of relative importance. After evaluations are completed, the proposals will be ranked, and the award made to the firm whose proposal has been determined to be most advantageous to the city. The committee's recommendation will be forwarded to City Council for final consideration and contract award.

- 1. Company Background
- 2. Total Cost
- 3. Relevant Experience

G. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until it has obtained all the insurance required under this section and such insurance has been reviewed and approved by the City nor shall the Contractor allow any subcontractor, of any tier, to commence work on a subcontract until the applicable insurance has been obtained, reviewed, and approved by the City.

1. Statutory Workers' Compensation Insurance. The statutory limits as established by the General Assembly of the State of Georgia shall be met by Contractor and/or subcontractor. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B Employer's minimum liability limits of:

Employers Liability: Bodily Injury by Accident - \$500,000 each accident, Bodily Injury by Disease - \$500,000 policy limit, Bodily Injury by Disease - \$500,000 each employee

Excess liability coverage may be used in combination with the base policy to obtain these limit

2. Commercial General Liability Insurance. The Contractor shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies must be on an "occurrence" basis ("Claims Made" coverage is not acceptable) insuring personal injury and property damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractor's and Contractual Liability (specifically covering the indemnity) and have the minimum limits of liability listed. Excess liability coverage may be used in combination with the base policy to obtain the following limits.

\$1,000,000 per Person, \$1,000,000 per Occurrence, \$1,000,000 per General Aggregate, \$1,000,000 per Products/Completed Operations and Aggregate

3. Auto Liability Insurance

The Contractor shall procure and maintain a Business Automobile Liability Policy with liability limits of not less than \$500,000 per person and \$500,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned, or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits. The form of coverage must be as follows and/or cover the following areas:

Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles, Additional Insured Endorsement, Contractual Liability

4. Umbrella Liability Insurance

Combined single Limit of Bodily Injury and Property Damage Liability. This policy shall be written on an Umbrella basis and shall follow the form of coverages as described in the policies above, except Worker's Compensation policy. \$1,000,000 per Occurrence, \$1,000,000 per Annual Aggregate.

Upon award of bid, the successful contractor shall submit a Certificate of Insurance verifying the required coverages.

H. SPECIAL CONDITIONS

1. Scope Reduction Clause

The City of Powder Springs (the "City") reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Bidder (or multiple Bidder') proposal's is higher or lower than The City's budgeted amount for the project. The City of Powder Springs, at its sole discretion reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction clause will be enacted only if it is in the best interest of the city and constitutes no guarantee of scope.

2. Additional Work

The City of Powder Springs reserves the right to add to the contract any future work, with the agreement of the contractor, at prices offered in this Proposal. This option will be enacted during the contract if it is in the best interest of the City, and with agreement of the contractor ("Contractor").

3. Ordinances and Regulations

Selected contractor(s) must comply with all pertinent federal, state and local ordinances and regulations. Contractor shall adhere to all City of Powder Springs ordinances pertaining to the work performed as found at

[. http://library.municode.com/index.aspx?clientID=12469&stateID=10&statename=Georgia](http://library.municode.com/index.aspx?clientID=12469&stateID=10&statename=Georgia) and <http://www.cityofpowdersprings.org/index.aspx?NID=266> where services per this contract are provided

4. Termination for Default and Convenience

- a. **Default** - The City may on thirty (30) days' notice to the Contractor terminate the service contract, and without prejudice to any other remedy it may have, when the Contractor materially default in the performance of any provision of this specification, or materially fails to carry out the work in accordance with the provisions of the service contract. Default by the Contractor will include, but is not limited to, the following:
 - i. Failure by the selected firm to provide service in accordance with the specifications.
 - ii. Contractor fails to continually perform the service for three (3) consecutive business days during the term hereof for reasons other than a force majeure event.
 - iii. Insolvency or filing of a voluntary or involuntary petition in bankruptcy court by the Contractor.
 - iv. Commencement of a foreclosure proceeding of a lien against the facility or its conveyance in lieu of foreclosure.

- v. Contractor fails to cure any other breach of default in the performance of its duties or obligations set forth in the contract within five (5) days of receipt by Contractor of written notice of such breach or default.

b. **Convenience**

The City may terminate the contract, for convenience purposes, upon sixty (60) days written notice. Upon any termination of the contract, the Contractor shall, unless notified in writing otherwise, take all reasonable precautions to complete the work in progress and to minimize the expenses of the City incident to such termination and the completion of the work. Thereafter, the Contractor shall promptly discontinue the work. The City will pay the Contractor all monies owed for work completed.

5. **Georgia Security and Immigration Compliance**

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this RFP and must be signed and provided with the Proposals submission.

6. **Personnel**

Contractor shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Contractor shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. Background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. Criminal checks; and
- c. Drug testing.

At the City's request, and to the extent permitted by law, Contractor shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information. With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Contractor by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Contractor shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

MUNICIPAL FACILITIES

1. Court Services, 4483 Pineview Drive
2. Police Department, 1114 Richard D. Sailors Parkway
3. Ford Center, 4181 Atlanta Street
 - Building 1 CAC
 - Building 2 Recreation Hall
 - Building 3 Main Senior Center
 - Building 4 Papa Morris Building
4. Public works, 3006 Spring Industrial Drive
5. Linear Park, 1301 Richard Sailors Parkway
6. Museum, Brownsville Road at Powder Springs Park
7. Bodiford House/Museum, 4355 Marietta Street
8. Amphitheatre, 4485 Pineview Drive
9. Temporary City Hall, 4426 Marietta Street

PRICE PROPOSAL FORM

DESCRIPTION

TOTAL ANNUAL COST

Provide annual maintenance services
as specified

\$ _____

ADDITIONAL SERVICES

UNIT PRICE

1. Service Call (8:00 AM – 5:00 PM)
Hourly Rate

\$ _____

2. After hours Service Call – Hourly Rate

\$ _____

3. After Hours Repair Cost – Hourly Rate

\$ _____

4. Repair Cost – On site – Hourly Rate

\$ _____

5. Parts Cost, % of Profit and Overhead
Mark-up

_____ %

6. Coil Cleaning – Cost per Unit

\$ _____

City of Powder Springs, Georgia

CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

The undersigned further agrees that, should it employ or contract with any Sub CONSULTANT(s) in connection with the physical performance of services pursuant to this contract with the City of Powder Springs, CONSULTANT will secure from such CONSULTANT(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub CONSULTANT Affidavit provided in Rule 300-10-01-08 or a substantially similar form. CONSULTANT further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs at the time the Sub CONSULTANT(s) is retained to provide the service.

EEV/Basic Pilot Program User Identification Number

By: Authorized Officer or Agent

Date

Title of Authorized Office or Agent

Subscribed and sworn before me on this, the
_____ day of _____, 20

Notary Public: _____ My commission expires:

SUB CONSULTANT AFFIDAVIT AND AGREEMENT

City of Powder Springs, Georgia

SUB CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned CONSULTANT verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation contracting with the City of Powder Springs has registered with and is participating in a federal work authorization program. As of the effective date of 13-10-91, the applicable federal work authorization programs (any of the electronic verification information of newly hired employees, pursuant to the Immigration Reform & Control Act of 1986 (IRCA) P.L.99-603) ; in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. "EEV/Basic Rule Pilot Program" is operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

EEV/Basic Pilot Program User Identification Number

By: Authorized Officer or Agent of Sub Consultant

Date

Title of Authorized Office or Agent of Sub Consultant

Subscribed and sworn before me on this, the
_____ day of _____, 2020

Notary Public: _____

My commission expires: _____

