

RFP13-01

HVAC Maintenance and Repair Services

Butler Metropolitan Housing Authority

January, 2013

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Request for proposal

The Butler Metropolitan Housing Authority (BMHA) will receive Proposals for the following services:

Scope of Services: HVAC Maintenance and Repair Services (RFP13-01)

Proposals will be received until:

Closing Time: 4:00 p.m. (local time)

Closing Date: 3/6/2013

Where: Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

Phone: (513) 868-5264 FAX (513) 896-9381

Statements will be reviewed and evaluated on the criteria defined in the Request for proposal (RFP) packet. A contract will be awarded to the most responsible offeror who has complied with the conditions of the specifications.

Statements received after the stated time and date will not be considered.

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Rita A. Adams 513-868-5264.

BMHA reserves the right to cancel this Request for proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this Request for proposal, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any respondent to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any respondent for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to established BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all Contractors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

BUTLER METROPOLITAN HOUSING AUTHORITY
BY: Rita A. Adams, Accounting Manager

1.0 INSTRUCTIONS TO OFFERORS

1.1 Introduction

This Request for Proposal (RFP) identifies the requirements that are considered to be the minimum required by BMHA. This RFP attempts to provide the proposer with sufficient information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFP, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

1.2 Preparation of Offers

- Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the Offeror's risk.
- Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the BMHA.
- Offers for services other than those specified will not be considered.

1.3 Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. **must request it in writing ten (10) days before closing date.** Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

1.4 Questions

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to

Rita A. Adams
Accounting Manager
4110 Hamilton Middletown Road
Hamilton, Ohio 45011
Fax # (513) 896-9381
e-mail address rjohnson@butlermetro.org

Questions may be submitted until 12:00am (midnight) eastern time February 20, 2013. Answers and responses will be distributed to all prospective offerors after that date.

1.5 Amendments to Solicitation

- If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Offerors shall acknowledge receipt of any amendments to this solicitation by:
 - (1) Signing and returning the amendment;
 - (2) Identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
 - (3) Letter or telegram, or;
 - (4) Facsimile, if facsimile offers are authorized in the solicitation.

BMHA must receive the acknowledgement by the time specified for receipt of offers. Failure to acknowledge all amendments may result in rejection of the submission.

The Authority will endeavor to provide copies of addenda to all potential respondents to which this Request for proposal has been mailed, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this request for Qualifications and all respondents will be bound thereby, whether or not the addenda are actually received by the respondent.

All addenda may be downloaded from www.butlermetro.org, or may be obtained by contacting Procurement Officer listed in section 1.4

1.6 Proposal Requirements

All proposals must be submitted in the form prescribed by the BMHA in this Request for proposal (RFP). One (1) original must be submitted. Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. **These forms are required at the time of submission.**

- A completed Representation Certifications and Other Statements of Offerors Form (HUD-5369-C).
- A completed BMHA Representation and Certification Form (HUD-5369-A).
- Debarment Certification for Prime and all levels of Sub-consultants (HUD 2992).
- Non-Collusive Affidavit for prime and all levels of Sub-consultants.
- Homeland Security Declaration (HLS 0038 08/06)
- Proof of the appropriate insurance coverage:
 - a. Workers Compensation - Statutory Amount
 - b. \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract.

A “Certificate of Insurance” must name the BUTLER METROPOLITAN HOUSING AUTHORITY as “third party insured”
 - c. General Liability - \$1,000,000.

- Evidence of the appropriate professional licenses as required

Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen's Compensation, in accordance with State Law for all employees engaged under this contract. Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Worker's Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

Please note that HUD Form 5370 (attached in exhibit C) shall become a part of any contract arising out of this Request for Proposal.

1.7 Time for Receiving Proposals

Proposals received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton Middletown Road Hamilton, Ohio 45011 will serve as the official time clock.

1.8 Proposal Withdrawal

No proposal shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the proposals without written consent of the BMHA.

1.9 Proposal Submission

- One (1) bound (marked 'original') and three (3) copies (marked 'copy') of secured proposal, must be submitted to the BMHA by the due date and time listed on page 4 of the RFP without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

- To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

REQUEST FOR PROPOSAL

TO PROVIDE: HVAC MAINTENANCE AND REPAIR SERVICES

SOLICITATION NO.: RFP13-01

- Proposals shall be submitted in sealed envelopes or packages using forms furnished by the BMHA. All required forms shall be submitted in the envelope or package(s), which will be clearly marked "Proposal Documents" and will show the project name and number, name

of offeror and the date and time when proposals are due. Once received by the BMHA, proposals will not be returned.

- All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful respondent(s) may become part of any contract award at the sole discretion of the Authority.
- All copies of proposal must be identical and contain all information needed to evaluate the proposal. Any information in which less than five copies is provided will not be considered.
- Facsimile or email offers, modifications or withdrawals will not be considered.

1.10 Late Submissions, Modifications, and Withdrawal of Offers

- Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- A modification resulting from the BMHA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the BMHA after receipt at the BMHA.
- The only acceptable evidence to establish the time of receipt at the BMHA is the time/date stamp of BMHA on the offer wrapper or other documentary evidence of receipt maintained by the BMHA.
- Notwithstanding this provision, a late modification of an otherwise successful offer that makes its term more favorable to the BMHA will be considered at any time it is received and may be accepted.

1.11 Evaluation of Proposals

Within sixty (60) days after receipt of proposals, BMHA will complete a review of all qualifications.

- The Procurement Section will conduct an initial review process. This review of all proposals submitted to either establish responsiveness or non-responsiveness according to the submission of required documents on the part of the offeror.
- Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each respondent's proposal, (2) rate each Offeror's proposal by awarding a point value to each of the Evaluation and Selection Criteria.
 - Each respondent will ultimately end up with a score based upon the points assigned to the Evaluation Factors by each team member. All individual Factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter into negotiations with the highest rated Offeror.
- Should the Authority deem it advisable to obtain additional clarification, respondents yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all respondents may be asked to make such oral presentations.**

- During this oral evaluation phase the BMHA may, at its discretion, request any one or all offerors to make oral presentations. If invited to participate, at this point, based on their oral presentations, Offerors will again be evaluated on the technical evaluation factors.
- Each respondent is cautioned that it is their responsibility to address information related to the Evaluation Factors outlined below, during the question and answer conference. The BMHA is under no obligation to solicit such information if it is not included within the respondent's presentation.
- In consideration of the evaluation team's final scores, the BMHA intends to enter into negotiations with, and award a contract to, the highest ranked respondent(s) based on the points received for the **oral evaluation** phase.
- The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this Request for proposal shall be at the absolute sole discretion of the Authority. In addition, multiple awards may be made.

1.12 Responsibility of Prospective Contractor

- The BMHA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must:
 - Have adequate financial resources to perform the contract, or the ability to obtain them;
 - Have a satisfactory performance record;
 - Have a satisfactory record of integrity and business ethics;
 - Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
 - Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible contractors are available for inspection.
- Before an offer is considered for award, the offer may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide additional information may render the offeror ineligible for award.

1.13 Negotiations with Selected Offeror

Once the evaluation process is complete, BMHA will negotiate with the highest ranked offeror. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If the BMHA and the highest ranked offeror fail to reach an agreement, the BMHA may negotiate with the next highest ranked offeror to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services.

1.14 Contract Award

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to the BMHA provided the proposal complies with all conditions of the Request for proposal (RFP). The BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. The BMHA is prohibited from making an award to firms (including subcontractors) or any individuals that are on the list of firms ineligible to receive awards from the United States Governments, as furnished by HUD. Please be aware that HUD Form 5370 (form can be downloaded at www.butlermetro.org or obtained from Procurement Officer listed in section 1.4) will become a part of this contract.

1.15 Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the BMHA by obtaining written and dated acknowledgement of receipt from the BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of the BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

1.16 Notice of Award

All offerors will be notified by mail of the BMHA's selection as soon as possible. A successful offeror will be issued a Notice of Award. Within ten (10) business days, the offeror shall provide the following documentation:

- Proof of the appropriate insurance coverage:
 - a. Workers Compensation & Employers Liability - Statutory Amount (**Mandatory**)
 - b. Comprehensive Automobile Liability for vehicles used
 - c. Professional Liability - \$1,000,000 each occurrence / \$1,000,000 Aggregate
- Certificate of Corporate Good standing for Prime and **all levels** of Subcontractors.
- Evidence of the appropriate professional licenses as required

If the selected offeror fails to provide the required information, the Notice of Award is null and void. The BMHA may choose to award a contract to the next highest ranked offeror or the BMHA may choose to re-solicit for the service.

The resulting contract will be a "not to exceed" type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

1.17 Term of Contract

The contract term is for two (2) year, effective April 1, 2013 thru March 31, 2015, with the Authority having the option to renew for three (3) additional years at no additional cost to the Authority, effective April 1, 2015 thru March 31, 2016, April 1, 2016 thru March 31, 2017 and April 1, 2017 thru March 31, 2018, respectively.

1.18 Review of Services for Renewal

Prior to the end of the twelfth (12th) month of the initial Contract BMHA will evaluate the Contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**

By mutual consent of BMHA and the Contractor, the Contract may be renewed for one (1) additional twelve (12) month period. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday thru Thursday) of the calendar month in which the current contract period expires. It is understood and agreed that the Contract may be renewed only at the same prices and under the same conditions governing the original Contract,

and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the Contract at the end of the current contract period.

1.19 Cost of Producing Proposal

The costs of producing proposal are the responsibility of the offeror. The BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any offer.

1.20 Submission Conditions

Do not fold or make any additional marks, notations or requirements on the documents to be submitted! Proposers are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

1.21 Qualifications of Offerors

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. BMHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.22 Public Records

Offerors acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a proposal includes proprietary data, trade secrets, or information the offeror wishes to except from public disclosure, then the offeror must specifically label each page containing such data, secrets, or information as follows:

“PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION

To the extent permitted by law, information labeled by the offeror as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of an offeror pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the offeror selected.

Neither a proposal, in its entirety, nor a cost proposal will be considered confidential / proprietary. Any proposal marked as such will be deemed non responsive and eliminated from further consideration.

1.23 Suspended / Debarred

The Authority will reject the qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for the Authority.

1.24 Key Personnel

The key personnel specified by the successful respondent will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason, the contractor shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

1.25 Pre Proposal Conference

There will be no pre-bid conference for this contract, unless deemed necessary by the BMHA and potential proposers unfamiliar with the properties.

1.26 MBE/FBE/Section 3

The Authority has established a goal of 20% minority business enterprise (MBE), 5% female business enterprise (FBE) and 15% for Section 3 businesses for contracts exceeding \$10,000. **Please indicate the MBE/FBE/Section 3 percentage for your company on the proposal form.**

1.27 Laws to be observed

Offeror warrants compliance with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and /or costs associated with such compliance are the responsibility of the offeror and not payable by the Authority.

1.28 Licensing Requirements

Contractor shall maintain all licenses required by local, state and federal laws.

1.29 Hold Harmless Clause

The offeror will hold BMHA harmless from any and all negligent actions the offeror or their employee/s cause.

1.30 Reasonable Care

Contractor agrees to use reasonable care at all times while on the Authority property taking care not to damage buildings, etc. Any property noticed to be damaged on day of service, if witnessed, will be the contractors' responsibility.

1.31 Breach of Contract

Any breach of this contract will result in the Authority withholding payment to the offeror until satisfactory results are obtained

1.32 Complaints

All complaints concerning unfinished or unsatisfactory work will be forwarded to the contractor by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its option, have the work completed in another manner and the cost of such work shall be deducted from the payment of the contractor.

1.33 Compensation

The contractor is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

- Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

1.34 Final Payment

Contractor will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

1.35 Resident Council Meetings

Contractor shall attend resident council meetings as requested by BMHA.

1.36 Property Damage

Contractor is to take extreme care not to damage or destroy the Authority or resident's property, including but not limited to personal, building and vehicles. Should any damage be determined, the contractor is expected to settle the loss in an expeditious and professional manner.

1.37 Notice of Award

All offerors will be notified by mail of the BMHA's selection as soon as possible. A successful offeror will be issued a Notice of Award.

The resulting contract will be an indefinite quantity type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

1.38 Commencement of Work

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

1.39 Assignments

Unless otherwise agreed to by BMHA's contracting officer, the contractor shall not assign the contract to any other party.

1.40 Qualifications of Offerors

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. BMHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.41 Prevailing Wage

The contractor must comply with prevailing wage requirements and U.S. Department of HUD General Conditions (HUD form – 5370).

2.0 Special Conditions

2.1 Trial Period

If the selected offeror meeting specifications has not previously performed like services for the Butler Metropolitan Housing Authority, the Authority reserves the right to request the services for a trial period. Such period will be designated by appropriate Authority personnel to determine that the offeror will perform to the Authority's complete satisfaction. If a trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

3.0 BACKGROUND and PURPOSE

3.1 Background:

The Butler metropolitan Housing Authority is responsible for the maintenance and upkeep of approximately 1157 rental units in the Hamilton and Middletown Area.

3.2 Purpose

The Butler Metropolitan Housing Authority is actively seeking proposals from qualified vendors, hereinafter to be referred to as the Contractor, to provide products and/or services for **HVAC Maintenance and Repair Services** in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

It is BMHA's intention to provide adequate and efficient HVAC facilities to the residents of BMHA at all times. To that end BMHA is seeking proposals from qualified vendors to provide HVAC Maintenance services.

4.0 SCOPE OF SERVICES

The successful offeror agrees to provide all labor and materials to provide HVAC Repair Services to the Butler Metropolitan Housing Authority.

Eligibility: To be eligible to respond to this RFP, the proposing firm must presently be engaged in providing these services. In addition, the firm must demonstrate that they, or the principals assigned to the project, have recently and successfully provided similar services to at least three (3) clients. Offerors will be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.

The Butler Metropolitan Housing Authority reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

The Butler Metropolitan Housing Authority will determine whether the evidence of ability to perform is satisfactory and will make award only when such evidence is deemed satisfactory. The Authority reserves the right to reject bids where evidence submitted, on investigation and evaluation, is determined by the Authority to indicate inability of the offeror to perform.

Contractor shall provide full and total preventive and operational maintenance services as specified herein for all air conditioning, heating and ventilation equipment used for environmental comfort provisions at the buildings located below:

OH15-3	Henry Long Towers	150 S. B Street, Hamilton, Ohio
OH15-4A	Townhomes West	1820 S. Main Street, Middletown, Ohio
OH15-4C	The Townhouse	600 N. Verity Parkway, Middletown, Ohio
OH15-5	Ross Hunt Towers	112 S. Clinton Street, Middletown, Ohio
OH15-7	Freedom Court	Briele Boulevard, Middletown, Ohio
OH15-14	Dayton Lane Gardens	122 N. 6th Street, Hamilton, Ohio
OH15-17	Mark C. Petty Plaza	115 Knapp Drive, Hamilton, Ohio
OH15-18	Terry R. Kimmons	4110 Hamilton-Middletown Road

2. All work other than routine maintenance work shall be performed by journeymen pipe fitters. This will apply to all work on all sites.
3. The contractor shall state in writing, and submit with bid, a guarantee of two (2) hour emergency service response time during normal working hours, and two (2) hour emergency service response time during non-working hours at no additional cost to BMHA.
4. Professional staff in the fields of electrical, water treatment, refrigeration, boilers, and pneumatic and electric controls must have a minimum of four (4) years experience in the above specifications. **Copies of certification must be provided.**

5. Contractor shall establish and maintain a record system on all equipment. Maintenance records must be kept on all equipment and the contractor will be responsible to provide the BMHA with copies of all service reports. Monthly detailed service reports are needed and must be submitted with contractor's monthly invoice before payment will be made.
6. The contractor shall maintain all related and supporting equipment to major components used for air conditioning, heating and ventilating the environment of all BMHA buildings stated in No. 1 above -- all ventilator fans, common areas, public bathrooms, compactor rooms, penthouses, roofs, etc.

It is the contractors' responsibility to assure that all safety devices, guards, etc. are in place. Included are circulating water pumps, fan motors, steam traps, fan coils, unit heaters, electric and pneumatic temperature control related to primary HVAC*, water towers, boilers, refrigeration reciprocal and centrifugal compressors, outside sensors, make-up air handling systems, domestic hot water, temperature controls, etc. Preventive maintenance must be performed on major pieces of equipment at least to the maintenance specifications of the equipment manufacturer.

***NOTE:** Family dwelling units (apartments) controls are excluded.

7. The contractor shall maintain the following items related to equipment previously listed:
 - A. Electric wiring from panel to its respective equipment.
 - B. Refrigerant piping between two or more pieces of equipment.
 - C. Insulation on refrigerant piping and equipment.
8. Emergency service, including overtime service, is included under this agreement, 24 hours a day, 7 days a week, with a guarantee of two hour response time as explained previously herein.
9. All planned preventive maintenance service work under this agreement is to be performed during the normal working day and reported in **written form on the first of each month.**
10. Under this agreement, the contractor will repair or replace worn parts or complete components with new parts or reconditioned components. It is understood that this undertaking applies only to the systems and mechanical equipment covered in this agreement as explained herein.
11. The replacement or repair of non-moving parts of heating, cooling and ventilating equipment such as fan ductwork, boiler, shell, unit cabinets, boiler refractory material, concealed piping, etc. are not included under this agreement.

If additional work is necessary, the Authority must be notified, in advance, with the problem and estimated cost information. If approved, the Authority will issue a separate purchase order.
12. The contractor is not responsible for damage due to freezing weather unless it is the result of his or her own negligence.
13. It is agreed that the BMHA shall provide reasonable means of access to all devices, which are to be serviced. The contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical systems as arranged with the BMHA representative.
14. Back flow preventers are to be tested, repaired or replaced, per City requirements, by the contractor at no additional cost to the Authority. The contractor is responsible to forward inspection reports of the back flow preventers to the City officials and the Authority

15. All controls will be regularly examined, adjusted, calibrated and cleaned. This includes all thermostats, temperature controls, humidity controls, valves, relays and motors and accessories directly pertaining to the control system. All controls will be regularly lubricated. Lubricants will be provided by the contractor. Lubrication shall include all components such as air compressors, damper bearings, linkages, valve packing glands and switches directly pertaining to the control system. Replace valve-packing materials as required. Worn parts will be replaced as required.
16. The contractor shall not be liable for any loss, delay, injury or damage, whether direct or sub sequential, that may be caused by conditions beyond his direct control including, but not limited to acts of government, lockouts, fires, explosions, theft, riot, civil commotion, war, malicious mischief, floods, and other acts of God.
17. It is the intent of the specifications that the maintenance of all pneumatic controls of the systems shall be included in the contract and all contractors shall include the cost of this work in their bids.
18. Maintenance services **will commence at 12:01am on first day of the contract and end at midnight on the last day of the contract** with the bidder's quotations on the bid form. BMHA may extend this contract for an additional one year period at no additional cost to the authority (Please see section 1.14)
19. The intent of this paragraph is that the contractor will be responsible to have access to a large enough inventory so that BMHA equipment will not be down for a period of **24 hours** unless a proven problem is apparent in recovering a certain part and ample discussion has been made with BMHA. Parts locker may or may not be needed. BMHA will determine. All parts for inventory will be signed in and will become the property of BMHA.

The contractor shall keep an inventory of parts (defined as belts, water treatment chemicals, refrigerants, control components, space stats, pneumatic damper motors, pneumatic valve operators, pump couplings and seals, flame safeguard controls, electronic flame safeguard relays and their inter-connected components, gaskets for boilers, etc., and the contractor must furnish lockable metal enclosures for housing all the inventory outside of chemicals and refrigerants). The BMHA shall provide adequate space for the parts enclosures.

20. The contractor will also include scheduled filter service and replacement for all mechanical equipment and all through the wall units requiring filter services (filters to be provided by contractor).
21. Before submitting his/her bid, each contractor is requested to visit the site. He/she will be offered access to all equipment areas. All bids must provide for the maintenance labor and material of the complete heating, cooling and ventilating systems specified herein.
22. Through contractors system of preventive maintenance, contractor must detect faulty or inoperative conditions and correct it. The BMHA will advise contractor of any known malfunctions or operational problems. Contractor will advise BMHA of it.
23. The contractor shall provide with bid, the number of journeymen, pipe fitters, electronic technicians and salaried engineers in his employment and state the years of maintenance experience with the contractor. All contractors must be in the business of having a service department dedicated to the maintenance of heating and cooling equipment and controls. It will be necessary for contractor to provide proof that he/she has, in their employment at bid date, enough staff from above paragraph, to accommodate BMHA equipment.

24. The intent of this contract will be to cover all heating and cooling of all equipment on the property bid on. This contract will also establish the contractor as the HVAC maintenance and repair contractor for the Butler Metropolitan Housing Authority.
25. The contractor will be responsible for the discharge and recovery of any CFCs, HCFCs and Freon incurred during repair of any leak found or repair to any equipment. Note this will be done at contractor's expense and considered part of contract.
26. All commercial area and public area HVAC units and ventilator units are covered on this contract.

**LOCATION #1 OH53-3
Henry Long Towers
150 South "B" Street
Hamilton, OH**

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	
1	Chiller	80 ton	Trane	RTAA080	
1	Chiller	90 ton	Trane	RTAA090	
3	Pumps	5 H.P.	Armstrong	4030	
1	Make-Up Air Unit	350,000 BTU	Trane	GGBA35PFGBO	2
	Boilers - gas fired		Patterson Kelley		
1	Unit Heaters	N/A	Reznor	UA-100	
22	Roof Exhausters	1.8 H.P.	N/A	N/A	
1	Wall Exhauster	1.8 H.P.	N/A	N/A	
1	Domestic H/W Boiler	1.08 mil BTU	Lochinvar	CF1080	
3	Unit Heaters	N/A	Markel	N/A	
1	Pump HW/R	1.4 H.P.	Taco	110	
1	Pump HW/C	1.2 H.P.	B.&G.	118478	
1	Gas Heating Unit		Trane	GEND012CEE	
1	Central A/C Compressor & Unit	Section 8			
2	Water Cooler	First Floor Lobby Hall & Section 8 Office			

All temperature controls related to make-up air unit and all temperature controls related to primary heating, ventilating and air conditioning equipment are included in this proposal.

All equipment - fan coil units and related controls - in the individual apartments are to be the responsibility of the Butler Metropolitan Housing Authority.

* Water Treatment Service - the utilization of automatic chemical feed to boiler and chiller.

* Filter Service for make-up air unit - contractor's responsibility.

LOCATION #2 OH56-41
Townhomes West
1820 South Main Street
Middletown, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Boiler - H/W	N/A	National	N/A
2	Pumps - H/W	N/A	Bell & Gossett	N/A
1	Unit Vent	N/A	Webster	N/A
1	Domestic H/W Boiler	N/A	N/A	N/A
1	Domestic H/W Pump	N/A	American Std.	N/A
6	Unit Heaters	N/A	Webster	N/A
1	Through the Wall A/C Unit	Police Sub-station		
1	Water Cooler	Boiler Room		
2	Water Cooler	Head Start Building & Maintenance		

All related Honeywell pneumatic temperature controls including pneumatic air compressors.

Water treatment for hot water boiler automatically feeds chemical water treatment to boiler.

LOCATION #3 OH55-43
The Townhouse
600 North Verity
Middletown, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
2	Boilers - H/W	50 H.P. (ea.)	U.S. National	N/A
3	Pumps - H/W	3 H.P.	Armstrong	N/A
2	Domestic H/W Heaters	300,000 BTU	N/A	N/A
2	Domestic H/W Pumps	1.6 H.P.	N/A	N/A
1	Incinerator Exhaust Fan Motor	1.6 H.P.	N/A	N/A
2	Sewage Pumps	1 H.P.	Century	N/A
1	Unit Ventilator	N/A	Webster	N/A
1	Heat & Cool Through the Wall	N/A	Trane	N/A
1	Carrier Heat & Cool	115,000	Carrier	N/A
82	Window A/C Units		GE	N/A
1	Water Cooler Lobby Area			

All temperature controls related to make-up air unit and all temperature controls related to primary heating, ventilating and air conditioning equipment are included in this proposal.

* Water Treatment Service - The utilization of automatic chemical feed to boiler and chiller.

* Filter Service - contractor's responsibility.

All roof fans included.

LOCATION #4 OH55-05
Hunt Towers
115 South Clinton
Middletown, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
2	Boilers	N/A	Patterson Kelley	N/A
2	Circulating Pumps	5 H.P.	Armstrong	N/A
1	Make-Up Air Unit	N/A	N/A	N/A
1	Domestic H/W Heater	N/A	O.A. Smith	N/A
1	Domestic H/W Circ. Pump	N/A	N/A	N/A
1	Exhaust Fan/Boiler Room	N/A	N/A	N/A
4	Unit Heaters	N/A	Trane	N/A
20	Roof Exhaust Fans	N/A	Fractional	N/A
126	Window A/C Units		GE	N/A
1	Water Cooler Lobby Hall	N/A		

*Water treatment for H/W boilers. Automatic feed chemical treatment for boilers.

*Filter service - contractor's responsibility.

All temperature controls related to primary heating, ventilating and air conditioning system are included under this proposal. All equipment - controls - in the individual apartments is to be the responsibility of the Butler Metropolitan Housing Authority.

All wall mounted air conditioners and heat pumps are included.

All through the wall Trane Heating & Cooling Units (first floor Craft Room, Laundry Room, Community Room, areas to office) are included in this bid.

Electric wall mounted unit heaters are also included.

All roof fans included.

LOCATION #5 OH57-07
Freedom Court
4600 Breile
Middletown, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Through the Wall A/C Unit	Police Sub-Station		
1	Water Cooler	Head Start Building		
1	Gas Fire Furnace	Head Start Building		

* Thermostats and all controls are included.

LOCATION #6 OH52-14
Dayton Lane Gardens
122 North Sixth Street
Hamilton, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	Chiller	LRA	Carrier	30HC060
2	Boilers - H/W	N/A	Teledyne	N/A
4	Circulating Pumps	N/A	GE	SK49ZG
3	Unit Heaters	N/A	TLT	N/A
1	Domestic H/W Heater	N/A	N/A	N/A
2	Domestic H/W Circ. Pumps	Fractional	N/A	N/A
1	A/C-1	N/A	Carrier	N/A
1	A/C-2	N/A	Carrier	N/A
1	A/C-3	5 Ton	Carrier	07DA106
1	Heating & Ventilating Unit	N/A	Reznor	N/A
2	Condenser Units	N/A	Carrier	N/A
4	Exhaust Fans	N/A	Nutone	N/A
1	Compressor	5 Ton	Trane	N/A
1	Commercial Range Hood/Heat	Large Kitchen Area		
2	Water Cooler Lobby Hall			
1	Attic A/C Unit and Condenser			

All temperature control related to primary heating, ventilating and air conditioning systems are included under this proposal. All equipment - controls - in the individual apartments is to be the responsibility of the Butler Metropolitan Housing Authority.

- * Water Treatment Service - auto feed chemical treatment for chiller and boiler.
- * Air Filter Service - contractor's responsibility.
- * All commercial areas and public area heat and A/C units.
 All greenhouse equipment included.
 All roof fans.

LOCATION #7 OH54-17
110 Unit Highrise
Mark C. Petty Plaza
Hamilton, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
6	Boilers - H/W	N/A	Bryan	N/A
2	Package A/C Units	N/A	Carrier	N/A
1	Liquid Chiller	N/A	York Scroll	YCAL0094EC17XCA
1	H/W Pump	N/A	Peerless	N/A
1	C/W Pump	N/A	Peerless	N/A
1	H/W Recirculating Pump	N/A	Taco	N/A
2	Domestic H/W Heater	N/A	Peerless	N/A
3	Heat Units	N/A	Trane	N/A
1	Water Cooler Lobby Hall			
2	Roof Smoke Exhaust Fans	N/A	N/A	N/A

All temperature control related to primary heating, ventilating and air conditioning systems are included under this proposal. All equipment - controls - in the individual apartments is to be the responsibility of the Butler Metropolitan Housing Authority.

* Water Treatment Service - auto feed chemical treatment for chiller and boiler.

* Air Filter Service - contractor's responsibility.

LOCATION #8 COCC
Terry R. Kimmons Administration Building
4110 Hamilton-Middletown Road
Hamilton, OH

As explained in the Bid Specifications and Instructions to Bidders, we are providing this list of equipment at this location to assist you in preparing a bid.

The BMHA makes no claims that all HVAC equipment in this facility is listed below.

As the Maintenance Agreement will cover all BMHA - HVAC systems at the ten (10) locations, it would seem prudent that each bidder visit the sites to confirm the exact nature and condition of the systems.

LISTING OF EQUIPMENT

<u>QTY.</u>	<u>COMPONENT</u>	<u>RATING</u>	<u>MANUFACTURER</u>	<u>MODEL</u>
1	A/C-2	93,900 BTU	Lennox Lennox	E16Q5-15-1P EH17-95-301Y
1	A/C-3	N/A	Lennox Lennox	CP18-65-1 SN486EO5896
1	A/C-1	N/A	Lennox	CB18-51-1P
3	Space Mod (Electric Fan Forced) (In Warehouse)			N/A N/A
3	Honeywell Thermostats	N/A	Honeywell	N/A
1	A/C Rooftop Unit & Thermostat			
1	Heat Pump through the Wall Break/Kitchen Area			
1	Through the Wall A/C Unit - Maintenance Office in Warehouse			
1	Water Cooler			

All temperature controls related to heating, ventilating and air conditioning systems are included under this proposal.

Balancing of individual vents is included.

*Air Filter Service - contractor's responsibility.

4.1 Contractor's Personnel

The Authority shall be provided with a list of all personnel (including supervisory) assigned to the contract. The list shall include the names, emergency telephone and pager numbers. The Contractor shall be responsible for keeping this list up to date.

If requested, resumes and background information will also be provided. The Authority reserves the right to review for acceptance prior to assignment of personnel to the contract.

All proposed employees shall present a professional appearance; be neat, clean and well groomed; courteous; properly uniformed; and conduct themselves in a respectable manner in the performance of the duties and while on Authority property.

In the event the Contractor wishes to substitute personnel, such personnel shall meet or exceed the qualifications, in accordance with the RFP specifications. All contractors' personnel shall be subject to prior Authority approval.

4.2 Replacement Parts

The Contractor shall provide replacement parts as required during the term of the contract. Only **Original Equipment Manufactured (OEM)** parts may be utilized, unless authorized by proper Authority personnel.

5.0

SUBMISSION FORMAT

5.1 Qualifications

Number of employees

Number of trucks

Specialized equipment

Licenses held

Any other information that demonstrates offerors ability to perform services requested

5.2 References

List 3 references of work performed during the last 12 months

6.0 EVALUATION AND SELECTION CRITERIA

Proposals received in response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the proposals submitted. The Authority will select the winning respondent based upon the following evaluation criteria and the Authority's particular needs.

Cost	30 points
Reliability and Dependability	20 points
Experience	20 points
Capacity	15 points
MBE/FBE/Section 3	15 points

Total 100 Points

Exhibit A

Proposal

FOR

BUTLER METROPOLITAN HOUSING AUTHORITY

HVAC MAINTENANCE SERVICE

SUBMITTED BY: _____
Contractor

BUTLER METROPOLITAN HOUSING AUTHORITY

4110 Hamilton-Middletown Road
Hamilton, OH 45011

HVAC MAINTENANCE SERVICE

The undersigned bidder agrees to maintain all HVAC systems listed in the Specifications for a cost as follows:

We agree to provide maintenance of heating/ventilation/air conditioning equipment for the aforementioned buildings per attached specifications for a total annual cost of:

_____ DOLLARS (\$ _____)

If my bid does not conform strictly to specifications furnished by the Butler Metropolitan Housing Authority, I have so noted any and all specific differences appropriately on the specifications sheet and enclosed it herewith. I agree that acceptance by the BMHA within ten days of any and all quotations constitute a signed contract.

We hereby state this document serves to verify that the conditions and terms in the Maintenance Contract, as presented to the BMHA, will not materially degrade or alter the Bid Specifications or requirements.

Please indicate the MBE/FBE/Section 3 percentage for your company:

MBE _____ FBE _____ Section 3 _____

Received Addendum No. _____

SIGNED: _____

TITLE: _____

REPRESENTING: _____

ADDRESS: _____

TELEPHONE: _____

Statement of Qualifications

Name of Company _____

Number of Employees _____

Number of Trucks _____

Specialized equipment _____

Licenses Held _____

Other Information _____

References

1 _____

2 _____

3 _____

Exhibit B

Exhibit C

Previous Contract