

## PUBLIC NOTICE

The Full Employment Council, Inc. (FEC) will receive Proposals for:

### **1720 & 1740 Paseo & Other Facilities Owned or Leased – ON-CALL HVAC MAINTENANCE SERVICES**

Request for proposals and specifications may be obtained by calling the Full Employment Council, located at 1740 Paseo, Kansas City, Missouri 64108, at (816) 471-2330, ext. 1209; or can be downloaded at [www.kcvworks.org](http://www.kcvworks.org). Proposals must be received and stamped at the Full Employment Council no later than 5:00 p.m., Monday, **June 28, 2021**. The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal. A pre-bid conference via Zoom will be Friday, **June 18, 2021** at 11:00 A.M. To receive link for conference, email B. Michael Long at [mlong@feckc.org](mailto:mlong@feckc.org). **All interested parties are encouraged to attend.** To be considered, one (1) original and four (4) copies (4 CD copies are acceptable) of a proposal must be received and stamped by FEC no later than **5:00 pm on June 30, 2021.** Proposals should be addressed in the following manner, **Attention: Andrea Robins, Director of Planning, Compliance and Management Systems, Full Employment Council, Inc., 1740 Paseo Blvd., Kansas City, MO 64108.**

This request for proposal is not to be construed as a contract or commitment of any kind. The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal.

It is the policy of the Full Employment Council not to discriminate in access to, or employment in, its programs and activities for any unlawful reason, such as race, color, national origin, sex, age, religion, or disability in Violation of the Civil Rights Act of 1991 and applicable regulations.

**EOE/AA/M/F/V/ADA/E-VERIFY EMPLOYER**

**FULL EMPLOYMENT COUNCIL, INC (FEC)**

**REQUEST FOR PROPOSALS  
ON-CALL HVAC MAINTENANCE SERVICES  
FOR 1720 AND 1740 PASEO**

**PRE-BID CONFERENCE**

**11:00 A.M.**

**Friday, June 18, 2021**

**BID DEADLINE:**

**5:00 p.m.**

**Monday, June 28, 2021**

**PROPOSALS SHOULD BE ADDRESSED TO:**

**STAN BARRETT  
SPECILA PROJECTS CONSULTANT  
FULL EMPLOYMENT COUNCIL  
1740 PASEO  
KANSAS CITY, MO 64108  
TELEPHONE: (816) 471-2330 EXT. 1209**

**REQUEST FOR PROPOSALS  
ON-CALL HVAC SERVICES  
FOR 1720 and 1740 Paseo Blvd. and  
Other Facilities as Designated by FEC**

Dear Sir / Madam:

You are invited to submit a proposal to provide comprehensive HVAC maintenance services for the Full Employment Council, Inc. (FEC). The FEC is a not-for-profit Missouri Corporation administering the Workforce Innovation and Opportunity Act in Service Delivery Areas of the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards.

**PROPOSAL DEADLINE**

Sealed proposals, one original and three copies must be received no later than **5:00 p.m., Monday, June 28, 2021** by the FEC at 1740 Paseo, Suite D, Kansas City MO 64108. Late proposals will not be considered.

**PROPOSAL SPECIFICATIONS**

Proposals must be submitted according to bid specifications contained in Attachments.

**CONTRACT PERIOD**

The HVAC maintenance services contract awarded to a successful bidder will be for a period of one year starting on or around August 1, 2021 through July 31, 2022 and may be renewed at the discretion of FEC in one-year increments at the end of the contract period.

**Option to Renew**

The FEC reserves the right to extend or renew the contract for two years in one-year periods. Any decision made regarding renewing the contract for any extended period of time rests solely with the FEC. Prices may be negotiated for the subsequent year not to exceed an increase of three percent of the initial year's negotiated contract amount.

This request for proposal is not to be construed as a contract or commitment of any kind. The Full Employment Council, Inc., reserves the right to accept, reject or negotiate the terms of any proposals submitted in response to this request.

## I. GENERAL INFORMATION

### A. Purpose

This "Request for Proposal" is to solicit proposals for the provision of ON-CALL HVAC MAINTENANCE services for the Full Employment Council, Inc.

### B. Description of Entity

The Full Employment Council, Inc. is a nonprofit organization, which serves two service delivery areas (Kansas City & Vicinity and Eastern Jackson County) in the state of Missouri.

The Full Employment Council, Inc. is a private nonprofit corporation and is therefore exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The FEC is governed by a volunteer Board of Directors. Administrative offices and all records are located at 1740 Paseo, Suite D, Kansas City, MO 64108.

### C. Who May Respond

Only established HVAC providers may respond to this RFP. (Established is defined as having been in business for at least two consecutive years with verifiable accounts.)

### D. Instructions on Proposal Submission

#### 1. Closing Submission Date

Sealed proposals (three (3) copies) must be received no later than 5:00 p.m. central time, Monday, June 28, 2021 by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.

#### 2. Condition of Proposal

All costs incurred in the preparation of proposals in response to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Full Employment Council, Inc.

#### 3. Your proposal should be addressed as follows:

Stan Barrett  
Special Projects Consultant  
Full Employment Council, Inc.  
1740 Paseo  
Kansas City, MO 64108

Offeror's proposal must be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
5:00 p.m., Monday, June 28, 2021

**SEALED PROPOSAL**  
**For HVAC Services**

**E. Right to Reject**

The Full Employment Council, Inc. reserves the right to reject any and all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in the RFP.

**F. Prevailing Wage**

The company selected to provide HVAC maintenance services, in accordance with this request for proposals, must pay any employees working on this contract at a rate equal to or greater than the prevailing wage for the Kansas City, Missouri area. This information can be found at the Bureau of Labor Statistics. The rates below are from the Bureau of Labor Statistics, Occupational Employment Statistics, 2019 State Occupational Employment and Wage Estimates, Missouri: [http://www.bls.gov/oes/current/oes\\_mo.htm#51-0000](http://www.bls.gov/oes/current/oes_mo.htm#51-0000).

**G. Small and/or Minority-Owned Businesses**

Efforts will be made by the Full Employment Council, Inc. to contract with small and/or minority-owned businesses licensed to do business in the state of Missouri when considered feasible.

**H. Compliance with Missouri Revised Statute § 285.530(1)**

The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Further, FEC has entered into a Memorandum of Understanding with a Federal Work Authorization Program, E-Verify, a copy of which is attached to this RFP. (Attachment D)

Bidder hereby certifies that it does not knowingly employ any unauthorized aliens to perform work within the state of Missouri, as prohibited by Missouri Revised Statute § 285.530(1).

Additionally, Bidder understands that if its bid is selected, Bidder's contract with FEC will affirmatively state that Bidder is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Bidder will be required to sign a sworn affidavit under the penalty of perjury attesting to the fact that its employees are lawfully present in the United States.

Bidder further understands that FEC shall not be liable for any loss, liability, or claim arising out of Bidder's employment of an unauthorized alien.

**I. E-Verify Eligibility Verification System**

On June 6, 2008, President Bush issued Executive Order 13465, "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act provisions and the Use of an Electronic Employment Eligibility Verification System." The order mandates that all federal agencies that enter into contracts shall require, as a condition of each contract, that the contractor agrees to use an electronic employment eligibility verification system designated by the Department of Homeland Security (DHS) to verify all new employees and all persons assigned by the contractor to perform work within the United States on the federal contract. On June 9, 2008, DHS designated E-Verify as the system to be used in carrying out the order. For more information on E-Verify, go to [www.uscis.gov](http://www.uscis.gov).

**J. State of Missouri Vendors**

Efforts will be made by the Full Employment Council, Inc. to utilize businesses that are licensed to do business in the State of Missouri.

**K. Nondiscrimination and Labor Standards**

As a condition to the award of financial assistance under WIA from the Department of Labor, the Contractor assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-

funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

- (a) The Contractor shall comply with:
  - (1) 29 U.S.C. 1551 and 1557, which sections are incorporated herein by this reference as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under WIA shall discriminate with respect to any program participant, any applicant for participation in such program, or deny employment in the administration of such program because of race, color, religion, sex, national origin, age, disability or political affiliation or belief, and as appropriate, citizenship.
  - (2) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d)); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (e)); and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten, and covenants that no person in the United States shall, on the grounds of race, color or national origin, be subjected to discrimination under any program or activity for which the Contractor herein receives federal financial assistance. The Contractor shall immediately take any measures necessary to effectuate this requirement.
  - (3) The Fair Labor Standards Act of 1963, as amended, (29 U.S.C. 201-219), which is incorporated herein by this reference as if fully rewritten and covenants that the Contractor shall not practice wage differentiation in employment based on sex and to include the minimum and maximum hours provisions as they apply to hospital and educational institution employees of state and local governments. It shall comply with the Missouri Child Labor Law (294 RSMO 1978), which is incorporated herein by this reference as if fully rewritten.

- (4) The Age Discrimination in Employment Act of 1967 (29 U.S.C. 621), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not discriminate against employees or job applicants between the ages of forty and seventy years.
- (5) The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6102), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not exclude from participation, in any program or activity, deny a benefit of, or subject to discrimination, any person in the United States on the basis of age.
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 793-794) and the Vietnam Era Veterans Readjustment Act of 1974 (38 U.S.C. 2012-1014), which are incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate in an employment situation against mentally or physically handicapped or disabled persons or veterans, if such individuals are capable of performing the work involved in the employment situation.
- (7) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683), which is incorporated herein by this reference as if fully rewritten, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.
- (8) 29 CFR 34.20, which is incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate and it shall provide equal opportunity.
- (9) The Americans with Disabilities Act of 1990, Public Law 101-336 and the Non-traditional Employment for Women Act of 1991 and associated Code of Federal Regulations published in the Federal Register, as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
  
- (10) Equal Employment Opportunity practices , and not engage in (i) discrimination against any individual on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief; (ii) subject any individual to discrimination on such grounds or (iii) denying employment to any individual on such grounds.



- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities. Qualified applicants and employees with disabilities will be provided with reasonable accommodations, unless accommodations would pose an undue hardship on the contractor. Employment actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Full Employment Council's EEO Officer setting forth the provisions of this non-discrimination clause.
- (c) If fifty (50) or more persons are employed by the Contractor, the Contractor shall develop and implement a written Affirmative Action Plan to institute the assurances of paragraphs (a) and (b) above. The Plan shall include: (1) a utilization analysis (2) goals and timetables, and (3) action-oriented programs. The Contractor agrees to comply with any requirements for changes to Plan required by the Full Employment Council in accordance with applicable law and WIOA Regulations.
- If fewer than fifty (50) persons are employed by the Contractor, the Contractor shall implement a written affirmative action policy that includes the assurances of paragraphs (a) and (b) above.
- (d) The Contractor shall, in all solicitations or advertisements for employment places by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or condition or physical or mental disability, provided, however, in the instance of a disabled person, that the person's disability does not prevent that person from doing the job that person would be hired to perform.
- (e) The Contractor covenants that this agreement is subject to the Missouri Discriminatory Employment Practices Act, codified as Sections 296.010 to 296.070 of the Revised Statutes of Missouri.

- (f) The Contractor covenants that this agreement is subject to the Missouri State Law providing equal pay for women as codified in Sections 290.400 to 290.450 of the Revised Statutes of Missouri.
- (g) The Full Employment Council shall have the authority to require the Contractor to take corrective and/or remedial action if the Contractor violates the nondiscrimination and equal opportunity provisions. If the Contractor fails to take the required action, the Full Employment Council shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with Section 164 of the Act. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

**L. Assignment**

The Offeror agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the contract of any right, title, obligation or interest it may have therein.

**M. Non-responsive proposals**

Proposals will be judged non-responsive and removed from further consideration if any of the following occur:

- a) The proposal is not received on time in accordance with the terms of this RFP.
- b) The proposal does not follow the specified format.
- c) The proposal does not include the Certificate of Insurance and Assurances.
- d) The proposal is not adequate to form a judgment by the reviewer.

**N. Notification of Award**

It is expected that a decision selecting the successful bidder will be made within two (2) weeks of the closing date for the receipt of proposals. Proposals will be evaluated by the Selection Committee and will be recommended to the appropriate authority for approval. Upon conclusion of final negotiations with the successful firm, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

The Full Employment Council shall have the option to renew the contract for a total of three years, commencing on or about August 1, 2021 with the option to renew the contract each year for a one-year period.

The Full Employment Council, Inc. reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. The Full Employment Council, Inc. is under no legal requirement to grant a contract based on making this

Request for Proposal. However, the Full Employment Council, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

**O. Cancellation Terms**

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Vendor must give FEC sixty (60) days written notice prior to cancellation, and must state therein, the reasons for such cancellation. The contract is subject to cancellation, at the option of FEC, for one or all of the following reasons:

- a) Unsatisfactory performance of Contract.
- b) Inability or failure of the Vendor to fulfill any requirements of the Contract.

In the event that FEC should exercise its option to cancel under the above criteria, FEC may cancel the contract with five (5) day's written notice, but shall compensate Vendor for all work performed prior to such cancellation and allow sufficient time for the Vendor to remove any equipment or supplies owned by them.

**P. Subcontracting: Sub-contracting is not permitted.**

**Q. Equal Opportunity Employment Policy**

This is to notify you that FEC is an equal employment /affirmative action employer. As such we are subject to Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended. These regulations require that we take affirmative action to employ and advance in employment females, minorities, veterans and qualified individuals with disabilities.

**S. Methods of Payment for Services and Expenses of Contractor**

For payment due for basic Supplies & Services the Contractor:

- a) **Invoices** will be submitted to the FEC at the end of each monthly billing period. Invoice amounts will be based on the Contract's estimated percent completion.
- b) **Payment Terms** - Payments shall be paid to Contractor within 30 days contingent upon the following:
  - i) Application of payment discounts, if considered to be in the best interest of the FEC; from date of receipt by the FEC of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the FEC; On the condition that the

ii) CONTRACTOR has accomplished the Supplies & Services to the satisfaction of the FEC.

iii) Any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.

#### **T. Termination**

The FEC may Suspend Work:

- a) The FEC may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed, Contractor shall resume the work on the date so fixed.
- b) CONTRACTOR will be allowed an extension of the agreement time directly attributable to any suspension if he makes a claim per negotiated authorization by the FEC.
- c) This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement may be terminated by the FEC, for its convenience upon fifteen (15) days' prior written notice to the Contractor.

## **II. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING:**

- 1) Organizational capabilities
- 2) Statement of work (see specifications below)
- 3) Price quote / Cost Proposal Summary (see Attachments)
- 4) Past experience and two references
- 5) Certificate of Liability
- 6) Management and Supervision Plan
- 7) Quality Control Practices
- 8) Certificate of Insurance
- 9) Assurances
- 10) Indemnification
- 11) Legal identification & qualifications
- 12) References
- 13) E-Verification
- 14) Equal Opportunity Employment policy
- 15) Signed Conflict of Interest Affidavit
- 16) Signed Ethical Standards Affidavit
- 17) Most Recent Audit
- 18) Signed Debarment Form

In addition, the following issues need to be addressed:

#### **Staffing and Supervision**

Please indicate the management and supervision plan/ structure used by your company.

Specifically identify the person(s) who will work directly with FEC. Submit a resume of the person(s) who will serve as the contractors' representative and provide direct on-site supervision of the contractor's employees. The resume should clearly identify the qualifications of the person(s) and his/her experience in managing comparable contracts. Also provide a description of the duties of the supervisor to include the minimum number of hours the supervisor will be on site supervising work..

Describe your company's training program. Provide details regarding the training of personnel to ensure the efficient completion of assigned tasks safe work methods. This program should clearly address employee training, product and equipment standardization, safety/compliance and management development. Also discuss on-site continued training program in janitorial methods and standards, equipment standardization, and safety compliance.

Describe your proposed staffing plan for FEC. This should include an organizational chart showing proposed staffing and supervision for FEC. Clearly identify the qualifications and criteria used to select employees and indicate the minimum requirements necessary to fill a vacancy. Also describe how vacancies will be handled in the event one or more persons call in sick or terminate their employment. Finally, list your average employee turnover rates for full time and part time employees.

### **Quality Control**

Please indicate the quality control mechanisms to be employed by your company to ensure customer satisfaction, address complaints, and resolve problems as they occur.

### **Cost Proposal**

Please include cost proposals and pricing.

**Late proposals will not be considered and will be returned unopened.**

**III. CERTIFICATIONS ON BEHALF OF THE OFFEROR:**

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in the proposal have not been knowingly disclosed by the Offeror, prior to an award, to any other Offeror or potential Offeror.
- E. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
- F. The individual signing certifies that the Offeror, and/or the business entity has not been debarred or suspended from doing work or conducting business with any federal, state or local government.
- G. The individual signing agrees to abide by the Offeror assurance.
- H. Provisions of Summer Youth Employment Opportunities

Part of the objective of the Full Employment Council, Inc. is to provide employment opportunities for FEC referred youth during the summer. At least one (1) youth shall be employed as a summer intern and referred and certified through FEC between the ages of 16-24 years of age.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Offeror's Firm Name

\_\_\_\_\_  
Signature of Offeror's Representative

\_\_\_\_\_  
Printed Name and Title of Individual Signing

**IV. OFFEROR’S ASSURANCES**

If awarded, the applicant assures that:

- (1) It shall comply fully with non-discrimination equal opportunity provisions of the WIOA Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- (2) It or its sub recipients shall not use funds provided through the RFP under [WIOA](#) to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources, unless it is demonstrated in the response to the RFP, and accepted by the Full Employment Council, Inc., that the WIA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (3) To the best of its knowledge and belief, the cost data are accurate, complete and current as submitted in its proposal. (NOTE: The Full Employment Council, Inc., reserves the right to make price adjustment to contracts or modifications negotiated in reliance on such data to exclude any significant sum by which the price was increased because the Contractor had submitted data that were not accurate, complete or current as certified.)
- (4) It will meet all applicable Federal, State, and local compliance requirements. These include, but are not limited to:
  - Records accurately reflect actual performance.
  - Maintaining record confidentiality, as required.
  - Reporting financial, participant, and performance data, as required.
  - Complying with Federal and State non-discrimination provisions.
  - Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
  - Meeting all applicable labor law, including Child Labor Law standards.

I am authorized by my Board of Directors, Trustees or other legally qualified officer, or as the owner of this agency or business to submit this proposal. I hereby assure that all of the above are true.

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Signature of Person with Signatory Authority Date

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Name (Typed) Title

## **ATTACHMENTS**



# ATTACHMENT 1

## SCOPE OF WORK

FEC is requesting proposals from qualified, license and bonded, full-time electricians to provide ON-CALL HVAC MAINTENANCE SERVICES for 1720 and 1740 Paseo Blvd. and other facilities leased or owned by FEC. The Contractor will provide HVAC repairs, upgrades, installations, and replacements for components of FEC facilities on an as-needed basis during the period August 1, 2021 – July 31, 2022.

The purpose of the Request for Proposal (RFP) is to provide interested vendors the necessary information for preparing quotes for HVAC Services that will meet FEC’s specific needs. The purpose of the RFP is to select a contractor that guarantees response time and rates for FEC.

FEC will not guarantee a certain amount of hours or annual sum paid.

## Proposal Requirements

Respondents should provide complete and current information for all categories. The response to this RFP shall include the following information:

- a. A fee schedule including an hourly rate, material markup price, and any other fees and conditions or documents associated with plumbing work. The fee schedule shall include if applicable, a single hourly rate increase in percentage terms that may take effect August 1, 2022, not to exceed 3.0% of the quoted rate.
- b. A list of no less than two references from customers for whom you have performed frequent and ongoing plumbing services in the past.
- c. A proposed arrive on-site response time for non-emergency, urgent, and emergency electrical needs. FEC defines emergency as “high health risk or danger or injury or loss of life” and urgent as “risk of property damage or long term health risk.”
- d. Must be a licensed HVAC contractor, insured and bonded.

## Criteria for Evaluation of Proposals

FEC reserves the right to evaluate a respondent based upon historic information and fact, no matter the source. All proposals received by the aforementioned deadline shall be screened by FEC staff for completeness. All proposals accepted for consideration will be evaluated using the following weighted scoring system.

<u>Category</u>	<u>Maximum points available</u>
Compliance with RFP	35 points
Experience and Reliability	35 points
Cost	30 points
Maximum Possible Points	100 points

**ATTACHMENT 2**

**COST PROPOSAL SUMMARY**

**ON-CALL HVAC MAINTENANCE SERVICES**

**RATES**

Regular Hourly Rates Monday-Friday (8am to 5pm) \_\_\_\_\_ per hour  
After Hours Rate Monday – Friday \_\_\_\_\_ per hour  
Weekend Rate \_\_\_\_\_ per hour  
Holiday Rate \_\_\_\_\_ per hour  
Markup of materials above vendor costs \_\_\_\_\_ %  
Other fees or charges \_\_\_\_\_

**ON-CALL RESPONSE TIME**

Regular hours Monday – Friday \_\_\_\_\_ minutes/hrs  
Urgent (risk of property damage or long term health risk) \_\_\_\_\_ minutes/hrs  
Emergency (high risk or danger of injury or loss of life) \_\_\_\_\_ minutes/hrs  
Number of employees available for emergency calls \_\_\_\_\_

Company: \_\_\_\_\_

Authorized Bidder: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PROPOSAL COVER SHEET & AUTHORIZING RESOLUTION**

Name of Applicant (dba): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Telephone & Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date/State of Incorporation or established business: \_\_\_\_\_

**Attach following documents:**

- Copy of Articles of Incorporation (If Applicable)
- Signed and Dated Assurances
- Budget/Cost Information
- List of References with Telephone Numbers
- Most Recent Audit
- Certificate of Liability Insurance
- E-Verify
- Affirmative Action Plan (Workforce Diversity Census)
- Conflict of Interest
- Ethical Standards Affidavit (**MUST BE NOTARIZED**)
- Conflict of Interest Affidavit (**MUST BE NOTARIZED**)
- Signed and Dated Debarment Form

ATTACHMENT A  
DEBARMENT FORM

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

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Name and Title of Authorized Representative

---

Signature

Date

**ATTACHMENT B  
CONFLICT OF INTEREST AFFIDAVIT**

*(Must Be Notarized)*

The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing my familial relationship that exists between the owner or any employee of the bidder and any member of the board, or board of directors, or chief executive officer that does not include this sworn and notarized disclosure statement.

**CHECK ONE OF THE TWO BOXES BELOW.**

\_\_\_\_\_ List and describe all exist Conflicts of Interest. *(Attach an additional page if necessary.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ To the best of my knowledge, no conflict of interest exists.

Print name of bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
City & State

\*\*\*\*\*

**Notary** – State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_, Day of \_\_\_\_\_, 20

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**ATTACHMENT C  
ETHICAL STANDARDS AFFIDAVIT**

*(Must Be Notarized)*

State of \_\_\_\_\_ County of \_\_\_\_\_

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, ages or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractors also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And further, contractor sayeth not.

*Print name of bidder:* \_\_\_\_\_

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