

CITY OF ERLANGER
SOLICITATION FOR SEALED BIDS
AND PROPOSALS

The City of Erlanger (City), 505 Commonwealth Avenue, Erlanger, KY, 41018, hereby solicits and advertises for sealed proposals and bids for the maintenance and repair of the city's HVAC equipment described and specified in the document entitled City of Erlanger HVAC Full Service Maintenance Contract Bid, copies of which are available at the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and proposals in response to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 1:00 p.m. on Tuesday, June 29, 2021, with time being of the essence, on a form provided by the Erlanger City Clerk and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Erlanger HVAC Full Service Maintenance Contract Bid" written, typed or otherwise indicated on the outside of the envelope.

The City of Erlanger reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that do not conform to those bid instructions and specifications.

CITY OF ERLANGER
INSTRUCTIONS TO BIDDERS

1. Read the City of Erlanger HVAC Full Service Maintenance Contract Bid Form, Agreement, and Equipment List attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - 2.1 The amount of the bid or proposal.
 - 2.2 The complete name, address, telephone number and e-mail address of the Bidder.
 - 2.3 The signature of the Bidder or someone signing for the Bidder.
 - 2.4 The printed name of the signatory.
 - 2.5 The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
 - 3.1 Providing the printed name of the bidder as the Contractor in the blank in the first paragraph.
 - 3.2 Signing the Agreement at the end.
4. Have the signature on the Agreement notarized.
5. Seal the signed Bid Form, signed and notarized Agreement, and completed specification request within an envelope with the words "City of Erlanger HVAC Full Service Maintenance Contract Bid" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 1:00 p.m., prevailing time on or before June 29, 2021.

BID FORM

The undersigned hereby bids, offers, and proposes to provide, furnish and deliver in the highest and best manner all labor, material, tools, equipment, supplies, and personnel necessary to maintain and repair the City of Erlanger HVAC System as described and specified in the document entitled City of Erlanger HVAC Full Service Maintenance Contract attached hereto and made a part hereof by reference, to a functional condition according to the design of the manufacturer thereof, for the "Amount Bid" indicated in this form; and pursuant to the terms and provisions of the Agreement attached hereto and made a part hereof by reference. This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the City of Erlanger at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City of Erlanger by the Mayor thereof and mailed by certified mail, return receipt requested.

The undersigned bidder hereby authorizes the City of Erlanger to investigate the bidder and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City of Erlanger to determine the responsibility and ability of the bidder to comply with terms and provisions hereof.

Amount Bid _____

Complete Name of Company _____

Signature of Bidder or
Authorized Representative _____

Printed Name of Signatory _____

Complete Address of Bidder _____

Telephone Number of Bidder _____

E-mail address of Bidder _____

Date _____

**CITY OF ERLANGER HVAC FULL SERVICE
MAINTENANCE AGREEMENT**

This Agreement is by and between the CITY OF ERLANGER, a Home Rule city in Kenton County, Kentucky, which shall hereinafter be identified and referred to as the “CITY” and

_____,
(PRINTED NAME OF CONTRACTOR)

which shall hereinafter be identified and referred to as the “CONTRACTOR”;

WITNESSETH:

WHEREAS, the City has budgeted and appropriated funds for the maintenance and repair of the City HVAC systems; and

WHEREAS, on _____, the City advertised in the Kentucky Enquirer for bids to provide the labor, material, tools, equipment, supplies, and personnel necessary to maintain and repair the City HVAC systems; and

WHEREAS, on _____ the City received the bid from the Contractor attached hereto and made a part of hereof by reference; and

WHEREAS, the bid of the Contractor was accepted by the City at a regular meeting of the Erlanger City Council on _____ and

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the City and the Contractor hereby agree as follows:

1.0 Definitions

As used in this Agreement, the following words and acronyms have the meanings provided for them:

- 1.1 The acronym “HVAC” means “heating, ventilating and air conditioning.”
- 1.2 The words “City HVAC systems” mean the heating, ventilating and air conditioning systems of the City of Erlanger identified in the document attached to this Agreement entitled CITY OF ERLANGER HVAC SYSTEMS EQUIPMENT LIST, including, without limitation, all non-moving parts and electrical boards (essentially, all parts of the HVAC systems and controls).

2.0 Contractor's Work

The Contractor shall and hereby agrees to promptly and efficiently provide, furnish and deliver in the highest and best manner, all labor, material, tools, equipment, supplies, and personnel necessary to maintain and repair the City HVAC systems to a functional condition according to the design of the manufacturer thereof, all of which shall hereinafter be identified simply as the "Work of the Contractor", and shall include all items set forth in both the bid specifications and bid submitted by the Contractor.

3.0 Time of the Work of the Contractor

The Work of the Contractor shall occur during the period of time after _____ and after this agreement is signed on behalf of the City and a copy thereof mailed to the Contractor by certified mail, return receipt requested. Provided, however, that the City and the Contractor hereby agree that the City may extend this Agreement for additional one year periods, with only a cost of living increase as determined by the Department of Local Government pursuant to KRS 83A.075, by providing the Contractor with a written notice thereof at least thirty (30) calendar days before August 31 in any calendar year.

4.0 Contractor's Insurance

Prior to and during the Work of the Contractor, the Contractor shall cause to be issued and maintained the following policies of insurance through companies approved by the City, in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.***
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.
5. If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.

6. If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.
7. If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

5.0 Quality of Contractor's Work

The Contractor shall and hereby agrees that all of the Work of the Contractor shall be of superior quality.

6.0 Contractor's Protection of Work

Until the Work of the Contractor is accepted and paid for by the City, the Contractor shall and hereby agrees to protect the finished and unfinished Work of the Contractor against any damage, loss or injury; in the event that any damage, loss or injury occurs to any of the Work of the Contractor for which the Contractor has not been paid, the Contractor shall promptly replace or repair that work, whichever the City determines to be appropriate in the circumstances, in the sole and absolute discretion thereof.

7.0 Contractor's Compliance with Other Laws

In the performance of the Work of the Contractor, the Contractor shall and hereby agrees that it and all of its subcontractors shall comply with all of the regulations and other requirements of state and federal Environmental Protection Agencies; and also comply with the provisions of Chapters 337, 338, 339, 341, 342, and 344 of the Kentucky Revised Statutes; and also all of the provisions of the Federal Americans with Disabilities Act and the regulations of the Federal Employee Opportunity Commission in regard thereto.

8.0 Contractor's Indemnification of City

The Contractor shall indemnify and hold the City and the officers, agents, employees and volunteers thereof, harmless from each, every, any and all losses, expenses, costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and in equity, including, without limitation, liens of mechanics and materialmen, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Contractor or the officers, agents, employees and volunteers thereof in regard to the Project.

9.0 Payments to Contractor

For the Work of the Contractor that has been approved and accepted by the City, the City shall and hereby agrees to pay the Contractor in the following manner according to the Bid of the Contractor attached hereto and incorporated herein by reference:

- 9.1 An itemized list of the Work of the Contractor during the preceding quarter; and the amount charged for that work according to the attached bid of the Contractor; and
- 9.2 Upon the completion of the Work of the Contractor, the Contractor shall submit to the City mechanics lien affidavits or cancelled checks establishing that the labor and material of the employees of the Contractor and others for the Work of the Contractor has been paid by the Contractor; and
- 9.3 Upon receipt of the documents indicated in subparagraph 9.1, the City shall, within fourteen (14) days after the receipt thereof, pay the Contractor according to the attached Bid of the Contractor for the Work of the Contractor that has been approved and accepted by the City.

10.0 Miscellaneous Provisions

10.1 Governing Law

This Agreement shall be interpreted, construed and governed by Kentucky law.

10.2 Severability

If any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid and enforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

10.3 Assignability

This Agreement may not be assigned by the BIDDER without the written consent of the City.

10.4 Amendment

This Agreement may be amended only by a written agreement signed by the City and the BIDDER

10.5 Prior Agreements

This Agreement constitutes the entire agreement and understanding between the BIDDER and the City in regard to the subject matter thereof; and it supersedes all prior agreements, representations and understandings between them, written or oral.

10.6 Headings

Headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of, restrict or otherwise modify any of the terms and provisions hereof.

10.7 Waiver

No consent to or waiver by either Erlanger or Recipient of any breach or default of any provision of this agreement by the other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

10.8 Notices

All notices required by the provisions of this agreement shall be in writing and mailed by certified mail, return receipt requested, as follows, unless otherwise provided by any signatory to this agreement to all other signatories.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

(PRINTED NAME OF BIDDER)

(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE CONTRACTOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on _____, 2021.

NOTARY PUBLIC
Kentucky, State at Large

MAYOR JESSICA FETTE

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by _____ of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF CONTRACTOR)
on _____, 2021.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____