



KENTUCKY
COMMUNITY & TECHNICAL
COLLEGE SYSTEM

REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	RFP-0305
Issue Date:	December 15, 2023
Issuing Officer:	Tonya Peters
Email:	Tonya.peters@kctcs.edu
Schedule Name:	Mechanical Maintenance Services
IMPORTANT: PROPOSALS MUST BE RECEIVED BY FEBRUARY 19, 2024, @ 4:00 PM EDT (Per Section 6)	

1. It is the intention of the Request for Proposal (RFP) to enter competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

SOLICITATIONS MAY ALSO BE VIEWED AT OUR WEBSITE: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

All solicitations and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website [Procurement to Payment Services](#).

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name

Authorized Signature

Date

Address

Typed or Printed Name

City, State, Zip

Title

Phone Number

Email Address

NOTICE

1. Any agreement or collusion among offerors or prospective offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The offeror by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the KCTCS by the successful offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits the maintaining of segregated facilities.

1. KCTCS Overview

The Kentucky and Community Technical College System, the largest institution of higher education in the Commonwealth, is comprised of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve more than 100,000 students and 5,300 business each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

The 16 comprehensive two-year colleges include the rural and non-rural Kentucky areas of Ashland, Bowling Green, Lexington, Elizabethtown, Hazard, Louisville, Hopkinsville, Henderson, Madisonville, Prestonsburg, Florence, Owensboro, Maysville, Somerset, Paducah, and Cumberland. The over 70 campuses also include multiple surrounding towns and counties respective to each of our 16 colleges. For more information on each specific college and physical location, consult our website at systemoffice.kctcs.edu/our-colleges.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professions, and homeland security education and training. For more information consult our website: www.kctcs.edu.

2. STATEMENT OF INTENT AND PURPOSE

1. The Kentucky Community and Technical College System (KCTCS) is issuing this Request for Proposal to invite qualified and responsible firms to provide mechanical maintenance services for various Kentucky Community and Technical College System (KCTCS - hereinafter referred to as the Owner) buildings. This generally covers all preventative maintenance, service, repair, and/or replacement for complete mechanical systems located at the various listed buildings.
2. The intent of this service agreement/contract for KCTCS is to provide FULL comprehensive coverage for most, but not all, KCTCS buildings statewide. The covered buildings are identified elsewhere in this document.
3. Mechanical Maintenance Service Providers (hereinafter referred to as Provider) wishing to propose may submit one RFP response to include one or both of two geographic regions of coverage. As many as two contracts may be awarded as a result of this solicitation. Consideration will be given to proposals which offer cost reductions for the award of both regions. Regions are organized as follows:

East – Region 1

1. Gateway
2. Ashland
3. Maysville
4. Big Sandy
5. Bluegrass
6. Hazard
7. Somerset
8. Southeast Kentucky
9. System Office (Versailles)

West – Region 2

1. Southcentral Kentucky
2. Jefferson
3. Elizabethtown
4. West Kentucky
5. Henderson
6. Hopkinsville
7. Madisonville
8. Owensboro



There are three (3) services required within this contract: Preventative Maintenance (PM), Full Maintenance (FM), and Limited Maintenance (LM). The descriptions of each are as follows:

- A. **Preventative Maintenance (PM):** Although Preventative Maintenance is required for all three service types, this designation is an option that colleges may select at their option. The Mechanical Maintenance Service Provider shall provide typical Preventative Maintenance (including filter changes, water treatment, and replacing normal consumables) that is expected of a Building Owner during the term of the contract for all equipment in the facility as described in this document. Very few KCTCS buildings currently utilize this service; however, this option will be reviewed on a college-by-college basis. **Note that this service applies to all mechanical systems within covered buildings, whether listed or not.**
- B. **Full Maintenance (FM):** The majority of the KCTCS buildings require this service; refer to the Bid Form to determine which buildings apply. Full Maintenance requires the provision of complete, full-service mechanical maintenance services including, but not limited to, preventative maintenance; examinations; cleaning; lubrication; adjusting; parts replacement; repairs; emergency repairs; testing; equipment replacement; water treatment; building automation systems (BAS); etc. **This designation is for full mechanical maintenance services whereby, for the value of the contract per year, the Owner shall not receive any billings for any repairs or equipment replacement for the covered services in these buildings. Note that this service applies to all mechanical systems within covered buildings, whether listed or not (refer to section entitled "MECHANICAL MAINTENANCE SERVICE PROVIDER SCOPE OF SERVICES").**
- C. **Limited Maintenance (LM):** This classification of service applies to a portion of the KCTCS buildings. **Refer to Bid Form to determine which buildings are covered by this designation.** Limited Maintenance designation is for buildings that require only the listed mechanical systems in the Schedule of Mechanical Equipment to be maintained in a full-service mechanical maintenance manner. **ONLY the equipment/systems listed in the Schedules of Mechanical Equipment are to be maintained. Limited Maintenance will not be a basis for contract award.** KCTCS currently has a total of 2 buildings at 2 colleges requiring LM.

3. **ADDITIONAL RELATED PRODUCTS OR SERVICES**

KCTCS reserves the right to add additional related services based on the original offer. Upon mutual consent of KCTCS and the Mechanical Maintenance Service Provider on pricing, performance, etc., said additional services may be added to the contract.

4. **EXTENSION TO OTHER INSTITUTIONS**

The Mechanical Maintenance Service Provider should be willing to extend the provision of services under the resulting contract to any other public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required.

5. **EVENTS BEYOND CONTROL**

Anything herein to the contrary notwithstanding, KCTCS shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

6. **SUBMISSION OF OFFER**

Listed below are key action items related to this Request for Proposal. The Schedule of Events in Section 7 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP, and submitting a response to the RFP.

A. **Request for Proposal Released**

The release of this Request for Proposal is formally communicated through the posting of this Request for Proposal on the following websites:

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

<https://bidlocker.us/a/kctcs/BidLocker>

B. **Request for Proposal Review**

The Request for Proposal consists of the following: (Are there Exhibits to attach)

1. This document, and
2. Any and all documents provided by KCTCS as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the Request for Proposal or opening provided links or documents should be reported immediately to:

1. The Issuing Officer (See section 23) and
2. **Bid Locker** at info@equityhub.us.

C. Submitting a Response

There are two (2 ways) to submit your RFP response. **(CHOOSE ONLY ONE OPTION)**

Option 1 (Electronic): Upload RFP packet to Bid Locker.

Suppliers can complete this RFP document and upload it, along with any other pertinent documents, to Bid Locker through a web browser. Click on the following link and then click on the Request for Proposal #RFP-0305.

No exceptions will be made for delayed submissions including technology issues.

<https://bidlocker.us/a/kctcs/BidLocker>

- One original file copy of proposal with all signatures and required pages included.
- **NOTE: Do not embed links to documents inside of electronically submitted proposals. All documents must be included in full with proposal submitted. Do not send files via drop box or shared links for downloading.**

Option 2: Mail or drop off a completed RFP packet.

Suppliers must supply the following number of copies of their RFP submission:

- 1 hard copy with original signature; and
- 1 External (flash) drive - must match the completed hard copy documents.

Do not bind paper together with an adhesive or mechanism such as a wire, staple, comb, ring, or strip.

Sealed solicitations can be dropped off at the front desk **Mondays through Thursdays** from 8:00 AM – 4:30 PM EST or mailed directly to the Procurement to Payment department at the address below. **KCTCS offices will be closed December 18, 2023, through January 1, 2024. No in-person RFP drop-offs can be accepted during closing.** No exceptions will be made for delayed delivery including traffic delays.

Kentucky Community and Technical College System

Attn: RFP-0305

300 North Main Street, Versailles, Kentucky 40383

All RFPs will be time stamped by the KCTCS Procurement to Payment department upon receipt. RFPs received after the due date and time will not be evaluated. RFPs that are faxed or emailed will be rejected.

Any proposal received after 4:00 pm EST will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after the contract award, the solicitation file will become a public record.

7. SCHEDULE OF EVENTS

Issue Date for RFP	December 15, 2023
Regional/College Walk-Through	See Section 7. B
Mandatory Pre-Submission Meeting	See Section 7. A
Deadline for Written Questions	February 5, 2024, @ 4:00pm EDT
RFP Proposal Due Date	February 19, 2024, @ 4:00pm EDT
Offeror Presentations	*To be Scheduled as needed
Contract Date (estimated)	July 1, 2024

If an oral interview session is scheduled, it will be held at the KCTCS System Office, Versailles, Kentucky. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

A. MANDATORY PRE-SUBMISSION MEETING

Offerors are **required** to visit the Kentucky Community and Technical College System- System Office in Versailles, Kentucky prior to submitting an Offer to discuss the request for proposals and answer questions on **Friday, January 26, 2024, at 8:00AM EST**. Offerors are **strongly** encouraged to visit the listed college locations prior to submitting an Offer to inspect conditions at the locations and to familiarize oneself with the covered equipment. See below for scheduling information for each College. KCTCS will not be responsible for additional charges for conditions at the sites that could have been foreseen during a site visit. All questions that may arise from site visits must be presented in writing via email to tonya.peters@kctcs.edu. **Questions will not be accepted via phone.**

OFFERORS MUST ATTEND THE MANDATORY PRE-SUBMISSION MEETING IN VERSAILLES TO BE CONSIDERED FOR AN AWARD.

B. REGIONAL/COLLEGE WALK-THROUGH

a. Schedule location, time and dates shown below.

Region 1

College Campus / Address	Check In location and ask for:	Site Visit Date	Time (please make note of time zone)
Bluegrass CTC 164 Opportunity Way Lexington KY 40511	Building M Lobby Ask for Randy Kirkbride	January 19, 2024	1:00 PM EST
Gateway CTC 500 Technology Way Florence KY	Classroom Building Lobby Ask for Mike Baker	January 22, 2024	8:00 AM EST
Maysville CTC 1755 US 68 Business Maysville KY 41056	Admin Building Ask for Wylie Hedge	January 22, 2024	1:00 PM EST
Ashland CTC 1400 College Drive Ashland KY 41101	Main Building Lobby Ask for Paul Seasor	January 23, 2024	8:00 AM EST
Big Sandy CTC 1 Bert Combs Dr Prestonsburg KY 41653	Johnson Building Ask for Kyle Newman	January 23, 2024	1:00 PM EST
Southeast CTC 1300 Chichester Ave Middlesboro KY 40965	Education Alliance Building Lobby Ask for Larry Mills	January 24, 2024	8:00 AM EST
Hazard CTC 1 Community College Dr Hazard KY 41701	Jolly Building Lobby Ask for Ron Hyde / Tom Caudill	January 24, 2024	1:00 PM EST
**System Office – Versailles 300 North Main Street Versailles KY 40383	Front Lobby Ask for Keith Channels	January 26, 2024	8:00 AM EST
Somerset SCC 808 Monticello St Somerset KY 42501	Blakey Lobby, North Campus Ask for John Roberts	January 26, 2024	1:00 PM EST
**MANDATORY			

Region 2

College Campus / Address	Check In location and ask for:	Site Visit Date	Time (please make note of time zone)
West KY CTC 4810 Alben Barkley Dr Paducah KY 42001	Carson Hall Ask for Dennis Dickey	January 16, 2024	1:00 PM EST
Hopkinsville CC 720 North Drive Hopkinsville KY 42240	Admin Building Lobby Ask for Joe Gary	January 17, 2024	8:00 AM <u>CST</u>
Madisonville CC 2000 College Drive Madisonville KY 42431	Beshear Education Center, Room 205 Ask for Donald Fraiser	January 17, 2024	1:00 PM <u>CST</u>
Henderson CC 2660 S Green St Henderson KY 42420	Admin Building 1 st floor Ask for Zach Charville	January 18, 2024	8:00 AM <u>CST</u>

Owensboro CTC 4800 New Hartford Rd Owensboro KY 42303	Admin Building Ask for Dennis Redd	January 18, 2024	1:00 PM <u>CST</u>
Jefferson CTC 109 East Broadway Louisville KY 40202	HSB Lobby Ask for Troy Taylor/Fernando Lopez	January 19, 2024	8:00 AM EST
Elizabethtown 600 College Street Rd Elizabethtown KY 42701	OTB Room 109 Ask for Carla Hammonds	January 25, 2024	8:00 AM EST
Southcentral KY CTC 1845 Loop Dr Bowling Green KY 42101	Maintenance Building/Main Campus Ask for Brian Keeling	January 25, 2024	1:00 PM <u>CST</u>

8. **OFFEROR QUALIFICATIONS**

- A. KCTCS will consider proposals from qualified outside Mechanical Maintenance Service Providers who are capable of meeting the terms and conditions stated herein. The Mechanical Maintenance Service Provider must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this proposal. The Mechanical Maintenance Service Provider may be required to submit sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Service Provider's ability to meet the responsibilities of the contract.
- B. The provider shall be able to demonstrate the ability to perform this contract in a safe manner. Provide Experience Modification Rate (EMR) for the last 3 years.
- C. The Mechanical Maintenance Service Provider (and all Approved Subcontractors) shall be competent and experienced in the field of mechanical maintenance service with a minimum of ten (10) years prior experience on comparable, similar equipment/systems. The Service Provider shall be qualified (or employ qualified approved subcontractors) to provide all services required per this Contract. Adequate staffing shall be required at the time of contract award. This staffing shall be detailed in the RFP response.
- D. The Mechanical Maintenance Service Provider must have a Mechanical License. Service Technicians must be trained and have proper credentials for the work which is being undertaken.
- E. **The Service Provider must have or employ qualified HVAC Controls Service Technicians.** The HVAC Controls service Technician must be certified/licensed representative of the system being maintained. All controls technicians shall be capable of work as referenced in the attached KCTCS Using Agency Project Requirements for Building Automation Systems. The Mechanical Maintenance Service Provider must be located so as to provide Emergency Service Call response for critical equipment within 4 hours 7 days a week. **ALL OTHER EQUIPMENT MUST BE RESPONDED TO THE NEXT BUSINESS DAY.**
- F. KCTCS owns and operates a wide variety of DDC control systems, most but not all, are included in the Building Inventory/Equipment List. Submit qualifications demonstrating expertise supporting current and legacy versions of control systems that are found at KCTCS. Any work on these systems will follow the requirements outlined in the included documents "KCTCS Using Agency Project Requirements 4.1" and "BAS Implementation Guide REV 5" or the latest revision of these documents.
- G. All firms submitting proposals must meet and provide documentation for complying with the following minimum qualifications:
1. Firms must be able to demonstrate the ability to provide mechanical maintenance services in the Commonwealth of Kentucky. The Mechanical Maintenance Service Provider affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
 2. The Mechanical Maintenance Service Provider shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

9. ENTIRE AGREEMENT

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

10. GENERAL

The resulting contract between KCTCS and the Mechanical Maintenance Service Provider shall consist of (1) the Request for Proposal (RFP) and any addenda thereto, and (2) the Mechanical Maintenance Service Provider's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Mechanical Maintenance Service Provider, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Mechanical Maintenance Service Provider's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. KCTCS reserves the right to award one or multiple contracts from this RFP, at the sole discretion of KCTCS.

The successful offeror will invoice for services on a monthly basis. The schedule is for the convenience of the offeror and represents the lump sum payments for their fee for services rendered. Payment will be made within thirty (30) days upon receipt of a proper, correct invoice and documentation of completion of work.

11. MULTIPLE PROPOSAL SUBMISSIONS

Unless otherwise specified, Offerors are to only submit one version of their response based on the criteria outlined within this RFP. Not complying with this requirement will result in rejection of all Offeror submissions.

KCTCS reserves the right to audit the offeror relative to its ability to perform the required services.

12. RIGHT TO REQUEST ADDITIONAL INFORMATION

Prior to an award, KCTCS must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

13. OFFEROR TERMS AND CONDITIONS

Proposals submitted that include any additional Offeror terms or conditions or contain terms and conditions in conflict with the statutes or laws of the Commonwealth of Kentucky may be rejected. Offerors should refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

14. CONTRACT CHANGES

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Offeror and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on official KCTCS Amendment form. Local modifications made between Offeror and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

15. ENTIRE AGREEMENT

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

16. PREPARATION OF PROPOSALS

Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

Offeror will furnish the information required by this RFP. The Offeror will sign the RFP cover page and print or type name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the issuing office. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

The proposal should be prepared simply and economically, providing a straightforward concise description of the Mechanical Maintenance Service Provider's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in single volume where practical. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky will be rejected.

Offeror shall include with their presentation all accompanying documentation, forms, etc. in which the Offeror would propose KCTCS to complete, agree, or sign in the event a contract is awarded from this solicitation to the Offeror. This includes enrollment documentation, authentication forms, etc.

KCTCS reserves the right to reject any proposal based on this documentation, in the event it directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and/or KCTCS Policies and Business Procedures.

17. PROPOSAL INSTRUCTIONS

The Proposal must include all information requested. Failure to submit all information may result in a lower ranking of the proposal. Any proposals that are substantially incomplete or lack key information may be rejected.

- A. Organizational Background – Provide a general overview of the Mechanical Maintenance Service Provider's organization and operating structure. Include a narrative history of the organization; organizational mission, values, strategies and targeted customers. *Focus on points of differentiation that will make the organization a better fit for KCTCS than the offeror's competitors.*
- B. Qualifications – Provide a *detailed description of how each of the qualifications are satisfied.*
- C. Services – Provide a *comprehensive list of services and products* offered by the Mechanical Maintenance Service Provider's organization and related to this RFP, including experience in each area. KCTCS has a wide variety of HVAC equipment and controls equipment. List all mechanical and control systems that the Mechanical Maintenance Service Provider is qualified to work on.
- D. Staffing – Provide a list of Key company employees that will be assigned solely to this contract and any other personnel available to work on the KCTCS account. Include pertinent background information, specifically skills, projected role, and client experience. *Additionally, discuss how the staff will be organized to effectively manage the KCTCS contract.* Provide this information and staffing approach for each college in which pricing is submitted on. At a minimum for each college provide an assigned single point of contact, lead mechanical technician, lead control technician, planned Journeyman to apprentice ratios, including typical procedures for providing back-up and redundancy of key resources to ensure continuous service to the colleges.
- E. Processes – Provide detailed information about operating procedures related to the KCTCS requirements, describing *how services will be offered and high levels of quality service will be maintained.* Processes described shall, at a minimum, include the service call communication/reporting process, preventative maintenance methodology, and approach to emergency calls.
- F. Costs – Fill out the provided bid form for the annual cost per building. KCTCS, using this proposed cost per building may deduct buildings/colleges from this agreement at any time during its term, including at its initiation.

- G. Refrigerant Costs- With the understanding that the KCTCS has systems of varying ages and refrigerant types, including R-22, provide information and strategy on how the Mechanical Maintenance Service Provider's organization will work with KCTCS to minimize the costs associated with this maintenance.
- H. New Facility Costs- Provide a framework of how pricing will be arrived at if and when new facilities are brought online by KCTCS. Be sure to include the factors and procedure of how pricing will be negotiated and justified.
- I. Deducted Costs- Provide framework for how deductions will be arrived at if the college renovates or replaces equipment in the term of this contract. Be sure to include the factors and procedure of how pricing will be negotiated and justified.
- J. **In addition, provide the hourly rates for services listed in the bid form.** Provide a framework of how services will be charged using the submitted hourly rates, mark up of materials, how materials are sourced, fees for specific services, or other methods of fee assessment including any a la carte fee structures, which may be used for invoicing KCTCS. This will only be utilized as an option for the owner for work that occurs outside of this contract.

18. TERM OF CONTRACT

The contract resulting from this solicitation shall be for a period of one year (12 months) with the possibility of annual renewals for future periods. Renewal is not guaranteed but may be executed by mutual agreement. **The contract will have 6 optional 12-month renewals.**

19. BASIS OF PRICE REVISIONS

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this Solicitation shall be firm for the contract period subject to the following:

- A. Price Increases: A price increase will not be allowed during the current contract term. Price increase will be negotiated just prior to contract renewal. The price increase must be based on industry-wide price changes. The contract holder must request in writing a price increase at least ninety (90) days prior to the effective date, and shall provide firm, line item proof that the price increase is justified. Price increase shall not exceed 2% of annual contract value without written justification being provided to KCTCS. This will need to include proof of market changes for parts and labor in excess of 2% from contract initiation or renewal. Failure of the Maintenance Contract Service Provider to correctly estimate the total scope of this RFP will not be an acceptable reason for increase. KCTCS may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by KCTCS. Notice of withdrawal must be provided ninety (90) days prior to the effective date.
- B. Price Decreases: The contract price shall be reduced to reflect any industry-wide price decreases. The contract holder is required to furnish KCTCS with any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in "A. Price Increases".

20. TERMINATION

- A. Resulting Contracts awarded from this RFP may be terminated. In that case, a termination date will be set that will be mutually agreeable to the KCTCS and the Mechanical Maintenance Service Provider. All workorders submitted before the date of termination remain the responsibility of the Maintenance Service Provider until satisfactorily completed.
- B. The contracts resulting from this RFP shall be subject to the following termination provisions: for default, non-performance; Mechanical Maintenance Service Provider bankruptcy; unavailability of funds and/or appropriations; mutual agreement; otherwise as specifically provided by the contract; upon 90 days written notice, at the sole discretion and convenience of KCTCS.

21. CANCELLATION

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the Mechanical Maintenance Service Provider no later than 90 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.

22. 90-DAY PROBATIONARY PERIOD

The successful Mechanical Maintenance Service Provider will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria will be cause for cancellation.

23. CANCELLATION CLAUSE

This contract shall be cancelable during its life for mal-performance, non-performance, substitution of commodity or other failure to comply on the part of the Mechanical Maintenance Service Provider. In event of such action being necessitated, the contract shall be null and void upon receipt of written notice from the KCTCS Procurement to Payment Services Department. Non-performance shall include, but not be limited to, not performing maintenance as detailed in the contract, not utilizing work order management, or participating in status meetings as detailed in contract, ongoing or continual instances of non-performance shall be cause for immediate cancellation of contract.

24. ADDENDA/EXPLANATIONS

KCTCS reserves the right to request amendments or modifications after the specified receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the RFP after initial mailing, the revision will be mailed to all who received the initial RFP or who have subsequently requested one.

Any "addenda" issued by KCTCS Procurement to Payment department prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "addenda" shall be acknowledged in the proposal. No interpretation or change in this Request for Proposal shall be binding except when such change is duly issued by Addendum to RFP by KCTCS Procurement to Payment department.

- A. Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all Offerors who received the initial RFP or who have subsequently requested one. Receipt of an addendum to the solicitation by an Offeror must be acknowledged by signing and returning the amendment or by letter prior to contract award.
- B. Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach potential Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment of the solicitation if such information is necessary to Offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed Offerors. KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal. In the event any item, requirement, term or condition of this RFP is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective Offeror to inquire as to intent, or to state the exception in writing.
- C. **QUESTIONS**
 1. Questions may be transmitted to Tonya Peters via email at tonya.peters@kctcs.edu, no later than, February 5, 2024, 4:00PM EST. **Questions will not be answered via the phone.**

25. RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFP

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any KCTCS administrator, faculty, staff, or member of KCTCS Leadership or Board of Regents. Offerors may communicate only with KCTCS Procurement Officials.

KCTCS reserves the right to reject the Proposal from any Offeror violating this provision.

26. METHOD OF AWARD

KCTCS may award a contract to that responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution that will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Offeror(s) who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

27. REJECTION OF PROPOSALS

- A. KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause. Grounds for the rejection of a proposal include, but shall not be limited to:
1. Failure of a proposal to conform to the essential requirements of the solicitation.
 2. A proposal imposing conditions that would modify the terms and conditions of the solicitation, or limit the Mechanical Maintenance Service Provider's liability to KCTCS on the contract awarded on the basis of such solicitation.
 3. Failure of the Offeror to sign the required documents.
 4. Any proposal determined by KCTCS to be unreasonable as to price.
 5. Proposals received that are determined to be from Offerors who are not qualified.
- B. Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in the their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal or waive such deficiency where it is advantageous to KCTCS to do so.

28. INDEMNITY

The Mechanical Maintenance Service Provider shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the Mechanical Maintenance Service Provider during the term of the contract, whether by negligence or otherwise.

29. GOVERNING LAW

Resulting contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this RFP or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

30. NONCONTINGENT FEES & CONFLICT OF INTEREST

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KCTCS shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

Firm must disclose any conflict of interest regarding this solicitation. Undisclosed conflict of interest could result in rejection of proposal.

31. LABOR LAW INFORMATION

Kentucky Prevailing Wage Rates are not applicable to this project.

32. GENERAL TERMS AND CONDITIONS SOLICITATIONS AND CONTRACTS

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the bidder's responsibility to access the General Terms and Conditions at the KCTCS Website: [Procurement to Payment Services](#). By submitting a proposal to KCTCS an Offeror agrees to these conditions.

33. DATA PROTECTION TRANSFER AFTER CONTRACT CONCLUSION

The Offeror agrees that in the event of termination, cancellation or expiration of a contract resulting from this RFP, for any reason, Offeror shall either: Return or destroy, as notified by KCTCS, all Data (including sensitive data) provided to the Offeror by KCTCS. Offeror understands and agrees that in the event of a cancellation, termination, or completion of the contract without

renewal, this data is to be made immediately available to KCTCS within forty eight (48) hours from the effective notice of cancellation, termination, etc. or any/all other circumstances in which this contract would conclude, and access will remain available to KCTCS for a minimum of at least 90 days thereafter.

Such Data shall include, but is not limited to, all data provided to Offeror's employees, subcontractors, agents, or other affiliated persons or entities; or in the event that returning or destroying the Sensitive Data is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Offeror must continue to protect all Sensitive Data that it retains and agree to limit further uses and disclosures of such Data to those purposes that make the return or destruction not feasible as Offeror maintains such Data.

34. SERVICE PERFORMANCE

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between the KCTCS Contract Owner/Subject Matter Expert and the Offeror. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Procurement Manager of Procurement to Payment Services, KCTCS for settlement by either party in writing.

35. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the Mechanical Maintenance Service Provider as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

36. ACCESS TO RECORDS

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

37. DISCLOSURE OF OFFEROR'S RESPONSE

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. KCTCS will not disclose any portions of the proposals prior to contract award to anyone outside of KCTCS Procurement to Payment Services, KCTCS Administrative staff, representatives of the State of Kentucky or Federal Government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or part, KCTCS shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid twelve (12) months after the proposal due date.

KCTCS shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

38. PERFORMANCE BOND

The Mechanical Maintenance Service Provider may be required to execute, within ten (10) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit **in the amount of 10% of the Proposer's total cost per year**. The bond shall be in compliance with the contract and shall incorporate by reference the terms of the Contract. The bond shall be in compliance with the laws of the Commonwealth and shall be issued by a licensed resident or non-resident agent who represents bonding companies authorized to do business in Kentucky.

39. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

Offeror affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. Offeror shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

40. DEVIATIONS IN PERFORMANCE

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between KCTCS Support Services, Assistant Vice President, Facilities Support Services and the Mechanical Maintenance Service Provider. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Procurement Manager of Procurement, KCTCS for settlement by either party in writing.

41. INSURANCE

Before the Mechanical Maintenance Service Provider becomes entitled to any rights under this contract and prior to taking any action under this contract, Mechanical Maintenance Service Provider shall have a certificate of Insurance for Mechanical Maintenance Service Provider's in-force insurance issued to the Kentucky Community & Technical College System for the following policies and limits.

Commercial General Liability*

\$2,000,000.00 Each Occurrence

Including: Completed Products, Personal and Advertising Injury, Products/Completed Operations

Auto Liability (All owned, hired and non-owned vehicles, bodily injury, property damage) *

\$2,000,000.00 Combined Single Limit

Worker's Compensation

Statutory Limits – Kentucky and the state(s) of Domicile of the Mechanical Maintenance Service Provider and any Subcontractor. The all state and voluntary compensation endorsement is to be attached to the policy.

Employers Liability

\$1,000,000.00 (each employee, each accident and Policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Worker's Compensation) shall name KCTCS, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to KCTCS before cancellation, reduction or other modification of coverage.

42. SUBCONTRACTING

No part of the operation may be subcontracted without prior approval of Kentucky Community and Technical College System, Director of Facilities Maintenance and KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract. **Provide list of planned subcontractors in provided proposal form.**

43. CONTRACT ASSIGNMENT

The Mechanical Maintenance Service Provider is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the Vice President Facilities Support Services and KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

44. KENTUCKY RECIPROCAL PREFERENCE LAWS

In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluation proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror.

Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit with support documentation affirming that it meets the criteria as set forth in the above referenced statute.

45. ADA COMPLIANCE

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

46. SECURITY OF INFORMATION

The Offeror certifies that he/she shall not at any time release or divulge any information concerning the services covered by any contract award derived from the terms of this Request for Proposal to any person or any public or private organization without prior approval of KCTCS.

47. PERSONAL INFORMATION SECURITY

To the extent Contractor receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Contractor shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Contractor or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Contractor abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Contractor; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

48. CYBER SECURITY

Offeror shall use commercially reasonable efforts (i) to keep its systems and networks secure (including, but not limited to its e-mail systems) and (ii) to prevent any hacking or data breaches thereof, or other activities that may compromise its systems or networks. Within two (2) business days of the date Offeror discovers or reasonably should have discovered that any of its systems and/or networks have been hacked, breached, or otherwise compromised, Offeror will (a) send KCTCS a written report via e-mail, describing the nature of such activities to permit KCTCS an opportunity to take any necessary preventive measures and (b) use commercially reasonable efforts to respond to the activities on an urgent basis to reduce, stop, or prevent any impact to KCTCS. KCTCS will not be liable for the activities of any third party who hacks, breaches, or compromises Offeror's systems and/or networks, and Offeror understands and agrees that if KCTCS makes an errant payment due to the hacking, breach, or compromised system or network, KCTCS will not be required to re-issue the payment.

49. COST OF PREPARING PROPOSALS

Costs of developing the proposals are solely the responsibility of the Mechanical Maintenance Service Provider. KCTCS will provide no reimbursement for such costs.

Select respondents may be asked to provide an in-person presentation. Costs for travel and delivery of these presentations are solely the responsibility of the selected vendors.

50. EVALUATION OF PROPOSALS

Contract award will be made by KCTCS Procurement to Payment Services after evaluation by a committee selected solely for this purpose. Proposals should be prepared addressing each of the criteria listed below. Proposals will be evaluated using a predetermined method to ascertain which offer best meets the needs of KCTCS. The successful Offeror of this selection process must provide strong evidence of its ability to meet the following evaluation criteria which are listed below:

- A. The proposal's quality and responsiveness in clearly stating the understanding of the services to be performed.
- B. The Proposer's ability to meet Mechanical Maintenance Service Provider Qualifications
- C. The proposer's ability to provide the full scope of services required of this contract.
- D. The Proposer's ability to satisfy the staffing and processes of this contract.

- E. The Proposer's experience and expertise in successfully providing similar services, as outlined in the Scope of Services, specifically the Proposer's experience with successfully providing similar services state and system wide.
- F. Fees for the proposed services. Initially, KCTCS will evaluate pricing as an annual cost per building.

51. MECHANICAL MAINTENANCE SERVICE PROVIDER SCOPE OF SERVICES

51.0 INTENT

- A. The intent of this service Contract is to:
 - 1. Maintain building environmental conditions;
 - 2. Maintain building operation;
 - 3. Maintain or decrease baseline energy consumption;
 - 4. Reduce duration of outage for emergency service calls;
 - 5. Reduce duration of outage for normal service calls;
 - 6. Reduce operating costs;
 - 7. Preserve assets of equipment and systems; and
 - 8. Preserve energy saving measures that have been implemented.
- B. It is the intent of these specifications to provide the Owner with uniform services from reliable service Mechanical Maintenance Service Providers. It is expected that each Mechanical Maintenance Service Provider under a resulting contract shall perform service in a workmanlike manner and keep all equipment on premises in proper working condition according to design specification.
- C. **This is to be a comprehensive, full service mechanical maintenance services contract unless otherwise stated.** This is a service contract whereby, for the value of the bid price per year, the Owner shall not receive any billings for any repairs or equipment replacement for the entire building.
- D. The Contract shall cover full-service and preventative maintenance for all HVAC systems, including equipment and components for HVAC systems that provide comfort cooling and heating to facilities owned or leased by KCTCS and listed in this document. These items include, but are not limited to:
 - 1. Ventilation and Exhaust Systems
 - 2. Electronic Building Automation System (BAS) Controls including software, controllers, and all associated hardware and control devices
 - 3. Pneumatic control systems including compressors, and all associated hardware and control devices
 - 4. Internal and factory Electrical Wiring for HVAC components, power wiring as far back as the disconnect (unless factory installed).
 - 5. Chemical Treatment for Open and Closed Water HVAC systems, this includes geothermal loops.
 - 6. Chemical treatment to control biological growth in all systems producing condensate. Provider is responsible for drain line until it enters the building drain lines or open air, whichever is further.
 - 7. Hydronic pumps, gauges pressure relief valves, air vents, and triple-duty valves

8. Steam pressure reducing stations, heat exchangers, gauges, steam pressure relief valves, steam traps, and condensate pumps. Mechanical Maintenance provider is also required to perform any work associated with seasonal startup/shutdown of the system or deemed necessary for the maintaining of the covered equipment to include insulation if removed during work, or startup and shutdown of the system if related to covered maintenance. All parts and labor will comply with the requirements of the Commonwealth of Kentucky and National Board Inspection Code.
 9. CO2 sensors, occupancy sensors that are tied directly to the BAS system are the responsibility of the Maintenance Provider. Lighting panels and associated sensors are not included even if that sensor information is delivered to the BAS system.
- E. In addition to HVAC systems, the Contract shall cover full-service and preventative maintenance for other mechanical systems, including equipment and components. These items include, but are not limited to:
1. Domestic Water Backflow Preventers, Make-up Water Backflow Preventers and all associated fees related to testing, this agreement does not include any fire suppression sprinkler system equipment or back flow preventers related to fire suppression.
 2. Domestic Water Heaters, hot water generators, recirculating pumps, relief valves and controls.
 3. Walk in Cooler and Freezer refrigeration systems, this includes all related parts and labor for repairs associated with normal daily use.
 4. Generators and Automatic Transfer Switches
- F. The Mechanical Maintenance Service Provider is required to furnish all labor, tools, equipment, services, and replacement parts for maintaining all mechanical and BAS control systems as specified in this Contract.
- G. The emphasis in this Contract is on **full maintenance**. Excessive failures caused by belt breakage, bearing failure, etc., indicating lack of preventative maintenance, will be considered cause for withheld payment and/or termination of the Contract. The Mechanical Maintenance Service Provider shall provide full service mechanical maintenance services as outlined herein for the equipment/systems. The equipment/systems provided are listed for reference only. The Owner may reduce or add to the number of buildings covered under this contract. The cost for the reduction or addition of buildings will be negotiated between the Owner and Mechanical Maintenance Service Provider.
- H. The Mechanical Maintenance Service Provider must be capable of accommodating, and complying with, any Energy Savings Performance Contracts (ESPCs) that may exist or arise during the duration of this Contract.
- I. This specification provides for complete, full service mechanical maintenance coverage including examinations, cleaning, lubrication, adjusting, parts replacement, repairs, preventative maintenance, testing, etc.
- J. The scope of maintenance includes, but is not limited to, the attached **Technical Specifications**, which cover the type of maintenance (minimum) required for all major equipment items or systems. At no time shall the maintenance be less than that required of the Original Equipment Manufacturer (OEM).
- K. A mechanical equipment list, furnished by the colleges is included as an attachment. The intent of this document is to convey the magnitude of the Contract. The list shall not be considered to be totally inclusive or completely accurate. **If equipment or systems are not listed, it does not relieve the Mechanical Maintenance Service Provider from performing the building's maintenance obligations.** Inaccurate information within the schedule also does not relieve the Service Provider from performing the work specified.

51.1 THE MECHANICAL MAINTENANCE SERVICE PROVIDER IS NOT REQUIRED TO:

- A. Install new attachments as recommended by insurance companies, or governmental authorities.
- B. Be liable for any loss, damage or delay caused by strikes, lockout, fire, explosion, (except such fire or explosions as may be caused by the acts or omissions of the Contractor) theft, floods, riot, civil commotion, war, malicious mischief, act of God, or any cause beyond the Mechanical Maintenance Service Provider's control.

- C. Be liable for injuries or damage to persons (other than Mechanical Maintenance Service Provider's employees) or property except those directly due to the acts or omissions of the Mechanical Maintenance Service Provider.

Maintain or repair equipment that has been deemed "abandon" by the College. This includes equipment left in a failed state longer than 1 year with the college's knowledge and approval, and equipment that has been used to provide parts for the repair of other similar equipment at the College's direction.

51.2 REPAIRS OR REPLACEMENT WHICH ARE THE RESPONSIBILITY OF THE OWNER:

- A. While performing mechanical maintenance, the Mechanical maintenance Service Provider's employee may find parts that need to be repaired or replaced that are not the responsibility of the Mechanical Maintenance Service Provider. The Mechanical Maintenance Service Provider shall inform the Service Contact of the problem immediately.
- B. When authorized by the Owner, the Mechanical Maintenance Service Provider shall submit a written proposal to the Owner outlining the work to be performed and all related charges for labor, material, expenses, and supplies, which will occur as a result of the work proposed. All replacements shall be made using original manufacturer's parts as approved by the Service Contact.
- C. No work shall commence until the Owner provides the Mechanical Maintenance Service Provider with a formal written approval to proceed. The Owner retains the right to seek competitive bids.
- D. From time to time the Owner may approach the Mechanical Maintenance Service Provider for additional work/services outside the scope of this Contract. As always, be sure to have formal approval before proceeding with any services which may be deemed beyond the scope of this Contract.
- E. The Owner reserves the right to replace, at the Owner's expense, any existing equipment and/or system(s) because of age, inefficiency, or inadequacy. The Owner and Mechanical Maintenance Service Provider may renegotiate this Contract amount based on such changes.
- F. Building Automation programming, JACE versioning and operational licensing, JACE procurement, BAS server repairs/replacements, KPEN network readiness and availability. BAS credentialing & VPN credentialing.

51.3 ASBESTOS

It is the Owner's belief that performance of the maintenance work described herein will not involve contact with or removal of asbestos containing materials. If the Mechanical Maintenance Service Provider finds otherwise during the course of this Contract, he shall immediately notify the Owner. Asbestos abatement is **not** a part of this Contract.

51.4 MECHANICAL MAINTENANCE SERVICE PROVIDER EXAMINATION OF PREMISES

- A. It is highly recommended that the Mechanical Maintenance Service provider visit each building to become familiar with the existing equipment; system conditions and requirements; view HVAC control system; and to determine existing conditions under which the work is to be performed and verify all factors that may affect the service performed. Failure to discover or anticipate conditions and events shall not relieve the successful Mechanical Maintenance Service Provider from performing the maintenance outlined in this Contract and shall not result in any additional cost to the Owner.
- B. At the start of the Contract, the service requirements shall be honored with all equipment and systems received in their current state and/or condition ("as-is"), even if equipment items and/or systems have reached or exceeded the expected useful life.

51.5 EQUIPMENT CONDITION

- A. All equipment covered by this Contract presently is being maintained under a Contract similar to this one; however, no guarantee is made as to the exact condition of the equipment at the time of the effective date of this Contract. It is expected that each Mechanical Maintenance Service Provider will inspect the buildings prior to submitting a bid and make allowances for existing conditions. The Owner does not have a filter/belt inventory to provide the Mechanical Maintenance Service Provider. All filters shall be replaced per the manufacturer's recommendation for filter type and efficiency. Any improvements in filter type or efficiency must be requested by the college in writing and will be an additional cost.

- B. Mechanical Maintenance Service Provider shall be aware that consumables (for example: air filters, chemical treatment chemicals, etc.) may be removed by the current Mechanical Maintenance Service Provider prior to initiation of this Contract. The offeror shall not assume these items will remain for use.

51.6 OBSOLETE EQUIPMENT

- A. Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of normal wear or breakage, but is unavailable from the original manufacturer due to obsolescence, still remains the Mechanical Maintenance Service Provider's responsibility to replace, repair, or renew from another available and reliable source acceptable to the Owner.
- B. Obsolete or unavailable DDC controls still remain the Mechanical Maintenance Service Provider's responsibility. It is understood and expected that in the event of an obsolete controller fails that it will be replaced with new equipment and/or components that comply with the Owner's BAS and DDC Controls specifications Outlined the attached document ". KCTCS is aware that some BAS systems may not be upgradeable without total replacement, in these locations KCTCS will work with the vendor to create a reasonable work around solution that allows use of the equipment. KCTCS will be responsible for cost that exceeds the original failed equipment replacement value.
- C. Any equipment replaced by the Mechanical Maintenance Service Provider shall receive a Test, Adjust, and Balance with report for Owner approval. The TAB Agency shall be certified NEBB or AABC and all fees for TAB shall be paid by the Mechanical Maintenance Service Provider.
- D. Replaced equipment, HVAC controls, components, boards, etc. shall comply with the requirements described in the "Mechanical Maintenance Service Requirements for KCTCS Building Automation Systems", which are incorporated into this request for proposals. Any revisions to this document will be submitted during the annual renewal process and if appropriate considered when an increased contract cost is proposed.

51.7 EQUIPMENT OPERATING BEYOND ITS EXPECTED SERVICE LIFE

It is understood that many systems, equipment, and components covered by this contract are operating beyond their expected average service life. These systems, equipment and components still remain the Mechanical Maintenance Service Provider's responsibility to perform all preventive maintenance required per the attached Technical Specifications and Original Equipment Manufactures recommendations.

- A. For the purpose of this contract "serviceable life" is defined as the attached ASHRAE median expected service life listed for that type of equipment in the attached document "ASHRAE Equipment Service Life" plus 5 years.
- B. In the event the systems, equipment or components past their serviceable life need repair in excess of what is included as preventive maintenance the College will be responsible for (50) fifty percent of the cost to repair. Every attempt will be made by the Provider to find a repair solution before equipment is determined to be in need of replacement. This cost must be presented to the college as a detailed proposal including parts, labor, and profit. This proposal must be signed and uploaded to the Owner provided work order system before proceeding.
- C. In the event that systems or equipment past their serviceable life need replacement the College will be responsible for (100) one hundred percent of the cost to replace. If a disagreement arises between the Provider and KCTCS regarding if options to repair still exist a third-party Mechanical Maintenance Vendor will be hired to evaluate the equipment in question and offer an opinion. The cost for this evaluation will the responsibility of the College unless it is decided there are repair options.
- D. In the event the Owner would like improve efficiency, capacity or functionality at the time of replacement, this shall be a negotiated cost between the Owner and Provider considering the potential future financial benefits to both the Provider and the Owner.

51.8 WARRANTIES

- A. Many mechanical systems have current labor and/or parts warranties in effect. It is the expectation of this contract that warranties remain intact through the execution of preventative maintenance and other routine service.
- B. Additionally, in the event of a system, equipment or component failure the Provider shall utilize all applicable warranties to secure parts and/or labor as required.

- C. The Owner shall share details of existing warranties that are in force for buildings or building system at the onset of the contract. This information shall be maintained by the college maintenance contact throughout the life of the contract.
- D. The Provider shall be responsible for executing these warranties on behalf of the Owner, including any administrative costs, shipping costs or other requirements of warranty conditions.

51.9 OBSOLETE REFRIGERANTS

- A. As refrigerants are phased out by governing authorities, the Provider shall make all necessary provisions to continue to support equipment included within the contract.
- B. No consideration for extra cost shall be made for refrigerants that's availability changes during the contract.
- C. The Owner will work with the Provider on approving cost appropriate maintenance options with regard to refrigerant that include:
 - a. At the Provider's cost and subject to Owner approval, systems may be converted or replaced with alternative refrigerant equipment in order to minimize risk associated with future refrigerant availability.

51.10 CHANGES IN COVERAGE SCOPE

- A. During the contract, the Owner may complete projects that will modify or replace covered systems. These may be modifications made by the Owner's staff, a renovation project, energy-saving performance contract, or other method.
- B. No lapse in coverage shall occur as a result of any modifications, however, the following conditions apply:
 - 1. No cost increases shall be considered where existing equipment is replaced with new equipment.
 - 2. In the event of a total or partial building renovation, the Owner may elect to remove or change coverage for all or part of a building. For example, the Owner may remove all coverage for a period of prolonged building construction. Or, the Owner may elect to change to PM-only coverage for the first year after the completion of construction when the systems are under full parts and labor warranty by others.
 - 3. When changes in coverage occur, a pro-rated reduction in annual cost shall be negotiated. In lieu of agreeable cost negotiations, the average cost per square foot of building with comparable system type shall be used.

51.11 TECHNICAL REQUIREMENTS

- A. The Mechanical Maintenance Service Provider shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified herein, necessary or proper to perform and complete all the work required by a Contract issued under these specifications and conditions. The Mechanical Maintenance Service Provider alone shall be responsible for the safety, efficiency, and adequacy of the plant and equipment and for any damage, which may result from improper maintenance of equipment. The Mechanical Maintenance Service Provider shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner. If any piece of equipment fails to operate satisfactorily it shall be the Mechanical Maintenance Service Provider's responsibility to correct any and/or all defects and/or the entire piece of equipment. Exceptions to this requirement include vandalism, acts of God, strikes, and lockouts. Acts of God must be proven (by written documentation) by the Mechanical Maintenance Service Provider.
- B. All work shall be performed in accordance with Local, State, and Federal Codes and Regulations. Regulations pertaining to the 1990 Clean Air Act, which became effective July 1, 1992, are a part of this Contract.

51.12 TEMPORARY EQUIPMENT

If, during the course of this Contract, a piece of equipment fails that is necessary to keep the building in operation, it shall be repaired or replaced within seventy-two (72) hours of the service call. If the equipment cannot be repaired or replaced within seventy-two (72) hours of the service call, then the Mechanical Maintenance Service Provider shall provide, at his expense, temporary equipment to allow the building to continue normal operations. This will include all materials and labor necessary during the transporting, and installation of temporary equipment.

51.13 SCHEDULED PREVENTATIVE MAINTENANCE

- A. The Mechanical Maintenance Service Provider's employee shall fill documentation reporting work completed during each visit. Work shall be noted as preventative maintenance or when applicable, Service Call. Owner provided equipment service tags shall be installed on all pieces of equipment, and will connect to each piece of equipment on the Owner's workorder system.
- B. These quality control procedures shall be instituted to confirm that required preventative maintenance is being completed per the Contract. This Maintenance Service Log shall be accessible through a work order management system. The Mechanical Maintenance Service Provider's payment for this Contract may be withheld until preventative maintenance activities are proven complete.
- C. Closeout activities for a full-service year shall begin the third (3rd) quarter of the Contract term. The closeout activities and proof of Contract compliance must be performed in the last 90 days of the Contract so as to not withhold payment.
- D. Regular monthly visual inspections of all equipment to insure operation. This can be in-person or using the BAS to locate failed equipment, equipment in hand, overrides, or any workarounds currently in place.
- E. The Mechanical Maintenance Service Provider shall perform all inspections and tests as required by any Authority Having Jurisdiction (AHJ) and/or the Owner. Certified copies of the completed inspection and test forms shall be submitted to the College Service Contact within thirty (30) days of completion of the test.
- F. The Mechanical Maintenance Service Provider shall open vessels or equipment for required AHJ inspections (example: yearly boiler inspection).
- G. The Mechanical Maintenance Service Provider shall perform inspections on all back flow preventors as required by AHJ. Any reports or related documentation will be uploaded to the KCTCS workorder system.

51.14 FULL-SERVICE MAINTENANCE

- A. General Full-Service Maintenance Requirements
 - 1. Upon initiation of a service call, the Provider shall dispatch the appropriate technician(s) as required to repair and place the system, equipment, or component back into service as defined by the requirements of Section 7 of this document.
 - 2. Full-service maintenance requests shall be initiated by either the Owner as defined in Section 7, or generated in response to normal preventative maintenance and evaluations by the Provider.
 - 3. Anytime equipment repairs are such that the equipment cannot be put back in service immediately, the Mechanical Maintenance Service Provider shall notify KCTCS and the College providing a determination of how long the equipment will be inoperable. This will always be submitted to the KCTCS workorder system, and if beneficial to the provider and college staff through a text or phone call. Any delays due to availability of parts will be documented with date ordered, expected delivery date, and any documentation from supplier in the Owner provided workorder system.
 - 4. If there are delays in the Mechanical Maintenance Service Provider's supply chain and parts are available from other sources, Provider will be required to utilize the quickest method of procurement and make every attempt to meet the completion time frames detailed in this agreement. At KCTCS' discretion, College staff may assist in locating parts and if available at a comparable cost, the Provider is required to verify the part is correct and purchase through the quickest method.
 - 5. For a repair to be considered complete, the Owner must accept the work performed by selecting "Closed" via the Work Order Management system. Should the Owner consider the work to not be complete it will be reassigned to the vendor in the workorder system and a note describing additional work required by the Owner.

B. Boilers and Pressure Vessels

1. Any major repairs to a boiler or pressure vessel must be performed by an R-Stamp Holder. A major repair is “any repair that effects the strength of a boiler or pressure vessel by cutting and welding on any pressure part.”
2. A boiler retube must be performed by an R-Stamp Holder.
3. Plate and frame heat exchangers disassembly and reassembly must be performed by an R-Stamp Holder.
4. Shell and tube heat exchanger repairs must be performed by an R-Stamp Holder.

51.15 EXTENTS OF SCOPE

- A. It is understood that the repair, replacement and emergency service provisions apply only to the systems, equipment and components covered by this agreement. Repair or replacement of parts of the system such as ductwork, boiler refractory material, hydronic piping, pneumatic piping, and structural supports, is not included under the agreement.
- B. Geothermal system fields, manifolds, valves, and piping are not covered in this contract, only the water treatment. The Mechanical Maintenance Provider is not responsible for cost to refill system water and associated chemical treatment should the loss be due to failure of non-covered parts in the system.
- C. Boundary of scope for all systems, equipment and components shall include the unitary casing, all functional components within and attached.
 1. All components required for the proper operation of the equipment shall be included, such as condensate pans and access doors.
 2. All consumables required for the proper operation of the equipment shall be included.
 3. Controls components which may be remote mounted from equipment shall be included.
 4. Include utility connections to and including the service point (i.e., including first means of disconnect and wiring or first isolation valve and piping).
 5. Include provisions that draining hydronic systems and associated water treatment shall not incur any additional cost.

51.16 ENERGY MAINTENANCE AND CEMCS

- A. One of the expectations of this contracts is to maintain energy efficiency of the Owner’s mechanical systems. This contract shall include a cost recovery mechanism for failure to maintain existing energy efficiency.
- B. The Owner utilizes an energy monitoring and analytics platform called the Commonwealth Energy Management and Control System (CEMCS) which allows the Owner’s facility managers and consultants to monitor energy trends for a building, system, or specific piece of equipment over time by utilizing trending data from the BAS.
- C. Buildings with CEMCS implementation are noted within the building list of this solicitation.
- D. Increased utility costs incurred as a result of any of the following are subject to recovery from the Provider in the form of monthly or annual cost reductions.
 1. Increased energy usage due to lack of preventative maintenance
 2. Increased energy usage due to unreasonably long service times
 3. Increased energy usage due to unauthorized temporary implementations (i.e. overrides or manual operation of equipment or components).

52. MECHANICAL MAINTENANCE PROVIDER'S STAFFING

- A. The Mechanical Maintenance Service Provider shall have an organizational chart with one person being responsible for all communications with the Owner per region. This person shall be experienced in Mechanical Maintenance and shall be available at all times.
- B. The Mechanical Maintenance Service Provider shall provide trained, experienced and full-time employees **acceptable** to the Owner. All employees providing service for the Owner must have this Contract in their possession to have a clear understanding of the Mechanical Maintenance Service Provider's responsibilities and to correctly document work performed referencing the correct equipment numbers, locations, etc. **If in doubt regarding responsibilities and obligations, the contractor is to contact the KCTCS Area Managers or the KCTCS Contract Administrator for clarification.**
- C. The Mechanical Maintenance Service Provider's employees are expected to act in a professional manner when encountered by employees of the Owner. The Mechanical Maintenance Service Provider's employees shall discharge their duties in a courteous and efficient manner. The Mechanical Maintenance Service Provider shall not employ any person about the premises who shall use improper language or conduct themselves in a loud boisterous or otherwise improper manner. It shall be the duty of the Mechanical Maintenance Service Provider to look after employees to ensure they maintain a high standard of service. The performance of such obligations shall be determined at the discretion of the Owner.

53. MINIMUM MANAGEMENT TEAM REQUIREMENTS

The Provider shall staff each region of the contract, regardless of how many regions they are awarded, with the following key roles:

- A. An Account Manager who is the Provider's single-point of contact for the contract as it pertains to each region. This individual shall be available at all times to respond and resolve any service concerns as quickly as they arise.
- B. An Account Administrator who is responsible for tracking service activities, receiving and dispatching service requests and ensures the accuracy and timeliness of the work order management system.
- C. A Lead Service Technician who is an experienced trades-person who is responsible for ensuring quality and consistency is maintained by the technical team.

54. MINIMUM TECHNICAL TEAM REQUIREMENT

- A. Service Technicians must be trained and have proper credentials for the work which is being undertaken. **In addition, the Service Provider must have or employ a qualified HVAC controls Mechanical Maintenance Service Team/Technician dedicated to work performed under this agreement.** The HVAC controls Mechanical Maintenance Service Team must be a certified/licensed representative of the system being maintained. Software that is installed must be properly licensed in the Owner's name. KCTCS has standardized on Tridium Niagara and Automated Logic Web Control going forward. KCTCS also operates many legacy systems such as Comfort Point, Siemens, Trane, Honeywell, Barber Coleman, Allerton, as well as others.
- B. For any proposal to be considered, the serviceperson(s) actually performing this work must have:
 - 1. At least 200 hours of formal and/or on the job training on the type, size and category of equipment specified.
 - 2. At least 350 hours of previous experience servicing the type, size, category and manufacturer of equipment specified.
 - 3. The successful offeror must furnish to the Owner, **certificate of proof of serviceperson(s) authorization** to perform work on various types of equipment contained herein. The offeror shall also indicate the number of serviceperson(s) available who comply with this. The offeror must also indicate the extent of availability of manufacturer's engineering design support. The offeror must certify to the conditions contained in this paragraph. **All** interested offerors must be familiar and knowledgeable of all involved refrigeration equipment/systems.
 - 4. All preventative maintenance and repairs executed by routine service and repair personnel shall be under the direct supervision of a full-time maintenance supervisor employed by the Mechanical Maintenance Service Provider.

5. Qualified serviceperson(s) assigned by the Mechanical Maintenance Service Provider must be available at all times to perform the maintenance and repairs, which may become necessary during the term of the Contract.
6. Mechanical Maintenance Service Provider shall have a Refrigerant Storage/Recovery and Recycling Unit available to service refrigeration systems in accordance with the "Clean Air Act".

55. CHANGES IN PROVIDER'S STAFFING

- A. The Provider shall be responsible for the training and on-boarding of any changes in staff during the term of the contract.
- B. Training shall include orientation to the terms and scope of the Contract as well as building equipment locations and maintenance history.

56. PROCESSES

56.0 SERVICE CALLS AND COMMUNICATION

- A. **On Demand Service Calls: (Response time within 24 hours, 72 hours to completion)** For the purpose of this document, an On Demand Service Call is a request from the Owner to the Mechanical Maintenance Contractor concerning a problem or condition, which in the Owner's opinion needs attention before the Contractor's next scheduled visit. It is the responsibility of the Contractor to question each service call so as to have a clear understanding of the call's purpose. The required response time for a service call that is not an emergency service call is 24 hours with 72 hours allowed for competition of proof or a justifiable reason for delay. (i.e., parts on order, act of God). Any delays must be noted on the owner's workorder system with any supporting documents attached.
- B. **Emergency Service Call: (Response time within 2 hours, work is expected to be in progress until a justified delay prevents progress or an acceptable temporary solution has been executed)** An emergency service call is a request from the Owner to the Mechanical Maintenance Contractor concerning an immediate problem or condition, which in the Owner's opinion is affecting the operation of the entire building. Individual rooms or spaces which are not unique or critical to the building or college's operations (i.e. a single classroom, office, etc.) will not be considered an emergency service call. An emergency service call list will be generated by the college during a kickoff meeting with the Service Provider and Owner. It is the responsibility of the Contractor to understand each emergency service call so as to have a clear understanding of the emergency need and dispatch accordingly. The required response time for an emergency service call is 2 hours. Service calls are to be entered via Owner furnished electronic work order system and through a Contractor provided contact list and/or a 24 hour, 7 days per week dispatch number.
- C. **Low Priority Service Call: (Response time within one week, work is expected to be completed within 30 days)** A Low Priority Service call is a request from the owner to the Maintenance Contractor concerning issues that need attention but does not affect the operation of the building, and in the Owner's opinion can be scheduled to meet both the Owner's and Maintenance Contractor's schedules. Examples of this could be seasonal switchovers, or failed equipment in non-occupied parts of the building.
- D. Service vehicles shall be stocked with common replacement parts and necessary tools to expedite the repair. This should include at a minimum a tablet sized device capable of accessing the Owners BAS and Workorder system. A service vehicle must be maintained and located within 60 miles of every building in this contract.
- E. Failure to comply with the above response times authorizes the Owner to employ an independent service contractor to correct the problem and a back-charge for this service will be applied to the Contract.
- F. All repairs shall be completed in an expedited manner and replacement part orders must be expedited and installed immediately (not to exceed 72 hours) on receipt. Always coordinate estimated time of repair with the college contact person.

56.1 WORK HOURS

All work shall be performed 24 hours a day, 7 days a week. No overtime shall be billed to the Owner for emergency repairs, which must take place on overtime.

Contractor to provide a schedule (Weekly/Monthly) when they plan to be at each campus/building. Compliance to this schedule will be handled as issues arise that cause delay and rescheduled site visits.

56.2 SIGN-IN/OUT PROCEDURES

Mechanical Maintenance Service Provider shall utilize a geo fencing system notifying College staff via text or email when any personnel arrive and leave all KCTCS locations. KCTCS management would prefer monthly reporting of this system.

56.3 REPORTING

- A. Mechanical Maintenance Provider will track all monthly expenses related to work performed during this contract and submit in an Excel report to the Owner divided by college and by building. This will be submitted to the Owners Workorder System and/or in email no more than 90 days past the end of the reporting month. This report should include parts, labor, sub-contractor charges, inspection fees and all other cost associated with work performed under this contract.
- B. Published reports for work performed, whether preventative maintenance or service call related, shall be available to the Owner within 48 hours of service performed.
- C. Reporting shall be primarily recorded to the work order management system and shall be offered via hard copy and email as required by the maintenance contact.
- D. In the event a repair cannot be completed due to parts availability, a delay, or other circumstance, the 24-hour reporting requirement shall remain in force and the service ticket shall remain open. Documentation proving the order status and anticipated delivery date will be uploaded to the Owners Workorder system. Any additional ongoing delays in delivery of parts will also be noted and documentation uploaded.
 - 1. Tickets remaining open more than 72 hours shall be communicated with the reason for the delay to the Owner's maintenance contact and noted in Workorder System.
 - 2. The Provider's Service or Account Manager shall update the ticket status each day and take all necessary action to expedite the closure of the open service ticket.

56.4 DOCUMENTATION

Mechanical Maintenance Service Provider shall provide product information and drawings whenever modifications are made to systems. This is very important for HVAC Control changes and control loop drawings. Additional requirements are described in the document "Mechanical Maintenance Service Requirements for KCTCS Building Automation Systems" which is included within this request for proposal.

56.5 QUALITY CONTROL

- A. The following meetings are expected per region:
 - 1. Monthly meeting with college to review open work orders and upcoming preventative maintenance schedule.
 - 2. Annual owner and Mechanical Maintenance Service Provider session to discuss performance and the mechanisms within the contract.
 - 3. See Section 56.6 for more information on these meetings.
- B. Meetings shall be scheduled by the Provider's Account Manager and shall include, at a minimum, the college contract contact, their maintenance supervisors, and the college's assigned KCTCS Project Manager.

56.6 QUALITY CONTROL MEETINGS

- A. Monthly meetings for each College will be conducted online. Each party will have a person attend that can make decisions related to contract and project budget approvals. Each party will have a primary technician/maintenance supervisor attend. These meetings will need all monthly workorders summarized and delivered from the Vendor to KCTCS stake holders 2 days prior. These meetings will try and resolve any issues that are not resolved daily by vendor technicians and owner maintenance supervisors. Regular topics – schedules, back orders, seasonal equipment changes/repairs, staffing, outage planning and various other items.
- B. Quarterly Meetings for each region will be conducted online. These meetings will be attended by both parties and will address contract issues, trends, staffing, planning, outages, schedules

- C. Quarterly meetings will be held with each party contract Administrators. These will be online with a semi-annual meeting to be conducted at the System Office face to face. Ongoing meeting topics/discussions will focus on ways to improve the contract for both parties and increase the likelihood of annual renewals. Any issue that cannot be resolved at the colleges will need to be resolved at this level as needed without waiting for scheduled meetings.

56.7 WORK ORDER MANAGEMENT SYSTEM

- A. The Mechanical Maintenance Service Provider shall detail of monthly, proof-of-work documentation as specified below. This data shall be available in real time to KCTCS owner representatives.
- B. The Mechanical Maintenance Service Provider shall provide access to the following documentation for each building: all service logs, all work orders, all repair orders, all subcontractor invoices, all disposal manifests, schedule of next month's PM activities, etc. in the Work Order Management system. All service tickets shall clearly document whether the work was preventative maintenance.
- C. KCTCS shall own the data that is documented within the work order management system. KCTCS shall have the right to request the information in the work order management system at any time within the contract period.
- D. All covered pieces of mechanical equipment covered under this Contract shall be uniquely identified in the Owner Workorder System and tagged using KCTCS supplied barcodes. It is the expectation that the Provider will partner with KCTCS to implement and sustain this tagging system over the life of this agreement. Tag locations will be discussed during the start-up meetings for this contract. .

56.8 CONDUCT AND PRACTICES

The Mechanical Maintenance Service Provider shall conform to Owner's conduct rules and facility practices. The listed requirements below shall be followed at a minimum:

- A. Mechanical Maintenance Service Provider shall schedule pre-contract execution meetings with designated representatives of each college for purposes of introduction and review of contract requirements. Mechanical Maintenance Service Provider service technician(s) for that college shall attend this meeting.
- B. All roads/parking must be kept in passable condition for fire protection purposes.
- C. Weapons, ammunition and other dangerous instruments are forbidden on facility grounds.
- D. Parking permitted only in areas designated for Mechanical Maintenance Service Provider use by the Owner.
- E. The Owner will not receive, store or be responsible for Mechanical Maintenance Service Provider materials.
- F. Permission must be obtained from Owner for work to be scheduled outside the hours 7:00 am to 4:30 pm weekdays, weekends, or holidays.
- G. OSHA and NFPA Safety Codes are to be adhered to.
- H. If any chemicals are to be used by the Mechanical Maintenance Service Provider, copies of MSDS for the chemicals are to be provided to the Owner.
- I. Any injury, or situation, including an injury to Mechanical Maintenance Service Provider personnel involving emergency services (fire department, police, ambulance, etc.) is to be reported to the Owner.
- J. All workers shall dress appropriately and conduct themselves in a manner acceptable to the Owner.
- K. Smoking, tobacco, and vape use is not allowed.

56.9 OWNER'S OBLIGATIONS

The Owner shall identify an Owner's Mechanical Maintenance Contact (Owner's Contact) for each college that shall be responsible for the primary interactions with the Provider's personnel. The intent is to promote efficient and effective execution of the contract at the local level. The Owner contact shall be responsible for the following:

- A. Providing access to record drawings, O&M manuals, warranty documentation, etc.

- B. Coordinating access to buildings to allow work to be performed
- C. Serving as a contact person between the Provider and the Owner's other contracts in the event coordination is required
- D. Attending annual and monthly Maintenance Contract Review meetings.
- E. All phone calls to contractor requesting work shall be entered into the Owner furnished work order system promptly after the phone conversation.
- F. Provide contractor with school schedules and facility availability for maintenance planning. All changes to the facility availability will be communicated to the contractor in writing as soon as possible.

57. COSTS

57.0 FEES

Fees shall be considered on an annual basis per building in accordance with requirements noted above.

57.1 METHOD OF PAYMENT

- A. The Mechanical Maintenance Service Provider shall send monthly Billing/Invoices. The Mechanical Maintenance Service Provider shall send monthly Billing/Invoices directly to Owner as specified in later sections. These invoices shall be directed to listed below.

Office of Facilities Management
Kentucky Community and Technical College System
300 N. Main Street
Versailles, KY 40383

- B. Payments shall be made in twelve (12) equal monthly installments. The Mechanical Maintenance Service Provider shall submit billing/invoices to the Owner's Billing Contact (see Submittal Documentation Section) on the first (1st) day of each following month. Payment will be made upon receipt of acceptable documentation and agreement that work was satisfactorily performed.

57.2 Service Rate Unit Prices

- A. Unit Prices will be used for scope of work that is outside the scope of this contract. These unit prices will be used in Time and Material fashion as a basis for yearly contract renewal and for monthly billing/invoices.

57.3 SUPPLIER REGISTRATION

- A. New and Existing Suppliers must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment. Use the following navigation below:
 - a. Click on the following link <https://systemoffice.kctcs.edu/suppliers/registration.aspx>
 - b. Select Supplier Registration Portal (left side menu)
 - c. Click on NEW SUPPLIER or EXISTING SUPPLIER
 - d. Follow the steps in the instructions and online
 - e. If you encounter any issues while registering, please contact KCTCS-Purchasing@kctcs.edu