



# **REQUEST FOR PROPOSAL**

**Source Removal/Encapsulation of H.V.A.C System  
Commercial Air Duct Cleaning**

**City of Jennings  
2120 Hord Avenue  
Jennings, MO 63136  
(314) 388-1164  
[www.cityofjennings.org](http://www.cityofjennings.org)**



## **CITY OF JENNINGS REQUEST FOR PROPOSALS**

### **Air Duct Cleaning Services– RFP #09-24-20**

The City of Jennings is seeking proposals for air duct cleaning services for the following City buildings:

1. City Hall – 2120 Hord Avenue;
2. Civic Center – 8720 Jennings Station Road;
3. Police Department – 5445 Jennings Station Road;
4. Court – 7005 Florence Pl.
5. Public Works- 5834 Hodiament Ave.
6. Keoneman Park – 8937 Lucas and Hunt Rd,

Bid specifications may be obtained from Jennings City Hall, 2120 Hord Avenue, Jennings, Mo., 63136, or via the City’s website ([www.cityofjennings.org](http://www.cityofjennings.org)) on or after October 08, 2020, between the hours of 8:30 a.m. and 5:00 p.m. (CST).

Sealed bids proposals shall be delivered to the above address no later than 11:00 a.m. CST, October 20, 2020, at which time they will be publicly read aloud in the Council Room at City Hall.

One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must clearly identify the contractor and be addressed to the City at the location listed above.

Facsimile (“fax”) machine transmitted proposals will not be accepted, nor will the City transmit the RFP documents to prospective Contractors via fax or any other electronic means.

The Jennings City Council reserves the right to reject any and all bids and to waive all irregularities. Final decision on the award of the bid will be made by the City Council.

Please contact, Deletra Hudson, City Clerk, at 314-388-1164 or [cityclerk@cityofjennings.org](mailto:cityclerk@cityofjennings.org) if there are any questions are to request additional information.

## **A. OVERVIEW**

### **1. REQUEST FOR PROPOSALS**

The City of Jennings, (hereinafter known as the “City”), St. Louis County, Missouri, is seeking sealed bid proposals for air duct cleaning services for six major city buildings:

- a. City Hall – 2120 Hord Avenue;
- b. Civic Center – 8720 Jennings Station Road.;
- c. Public Works – 5834 Hodiament Avenue.
- d. Police Department – 5445 Jennings Station Road; and
- e. Courts – 7005 Florence Place.
- f. Keoneman Park – 8937 Lucas and Hunt Rd,

The City is furnishing herein a set of specifications by which such proposals shall be considered (See Exhibit A). Any firm, (hereinafter “Contractor”), desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

### **2. PROPOSAL DELIVERY PROCEDURES**

Sealed proposals shall be delivered to:

Deletra Hudson, City Clerk  
Jennings City Hall  
2120 Hord Avenue  
Jennings, Missouri 63136

No later than 11:00 a.m. CST, on October 20, 2020. Sealed envelopes should be clearly labeled “Sealed Proposals for Air Duct Cleaning Services”, with the Contractor’s name on the envelope. One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor’s responsibility for timely delivery regardless of the method used. Mailed proposals delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile (“fax”) machine transmitted proposals shall not be accepted, nor will the City transmit the RFP documents to prospective Contractors via fax or any other electronic means, except for any addenda issued as specified in section A.6 of this RFP.

3. WITHDRAWALS, DECLINATIONS

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to Deletra Hudson no later than the time of opening as specified in section A.4 below.

4. PROPOSAL OPENING PROCEDURES

The opening of all proposals shall commence after 11:00 a.m. CST, on October 20, 2020 at the Jennings City Hall, 2120 Hord Avenue, Jennings, Missouri.

5. COMPETENCY OF CONTRACTORS

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor’s ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

6. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held for this project on October 13, 2020 at City Hall at which time you may participate in a guided tour of the buildings.

Any questions that arise after receipt of the RFP shall be directed in writing to:

Deletra Hudson, City Clerk  
Jennings City Hall  
2120 Hord Avenue  
Jennings, Missouri 63136

The written questions, along with the City’s responses, shall be circulated to all known potential Contractors of record who hold RFPs without identifying the party submitting the questions. The cut-off for receipt of written questions shall be October 14, 2020 at 12:00 p.m. CST, in order to facilitate preparation of an addendum. No inquiry received after that time will be given consideration. Replies and/or addenda, in response to written questions, will be emailed to all known potential Contractors by October 15, 2020. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

7. RFP PACKAGE

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

- A. Overview
- B. General Instructions
- C. General Information
- D. General Specifications

Appendices:

Appendix A	Company Information Sheet
Appendix B	Request for Price Quotation
Appendix C	Equipment Maintenance Plan
Appendix D	Reference Schedule
Appendix E	Bid Specifications

8. INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. REJECTION; WAIVERS

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the Contract to the Contractor that, in the City's judgement, best serves the needs and interests of the City and its residents at the lowest price.

10. PROPOSAL SECURITY

- 7. Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check or a bank cashier's check in the amount of one thousand dollars (\$1,000.00). Contractor shall furnish at their own expense bid deposit or corporate surety bond in a sum equal to twenty-five percent of their total bid, running to City of Jennings, Missouri. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a Contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a Contract or post the required performance bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the Contract has been signed and the required performance bond has been furnished.
- (b) Proposal securities of the second and third proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful Contractors.
- (c) All other proposal securities shall be released upon selection of the top three Contractors.

## **B. GENERAL INSTRUCTIONS**

### **1. PROPOSAL PACKAGE**

It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract, with the successful respondent, agree to provide Air Duct Cleaning Service at the City of Jennings Municipal Building. The City reserves the right to further negotiate the terms of any Agreement to provide all or part of the services contained in the RFP.

### **2. FORMAT FOR SUBMISSIONS**

A properly prepared proposal shall consist of:

- 1) a valid proposal security
- 2) company information (Appendix A)
- 3) request for price quotation sheet (Appendix B)
- 4) reference schedule (Appendix D)
- 5) equipment specification

Proposals should also contain a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the Contractor by signature. Failure to submit all the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to provide additional information or give an oral presentation of their proposal later.

All price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words “No quotation” entered thereupon.

3. MINIMUM SPECIFICATIONS: DEVIATIONS

The specifications included in this package shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications. Contractors are encouraged to provide options for enhancing the proposed recycling/education program.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives. If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations contained therein prior to reaching a decision on the awarding of a Contract. The City shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

4. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. CONTRACTOR INFORMATION

The Contractor shall furnish the following information (Appendix D, Schedule).

- (a) A list of areas or municipalities in the State of Missouri for which the Contractor furnishes or has provide janitorial services over the period of at least the last three years (Appendix D, Schedule 1).

- (b) A Contractor qualification statement (Appendix D, Schedule 2). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix D, Schedule 3.).

Contractor should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. EVALUATION CRITERIA

The City will evaluate proposals about qualifications and experience, ability to provide services within the identified time schedule, equipment, services offered, support of the City's mission, proposed enhancements to the specifications and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. USE OF CITY'S NAME

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of City of Jennings for public advertising, unless express written permission is granted by the Mayor of the City of Jennings or his designated representative.

8. TIME SCHEDULE

The City expects to adhere to the following time schedule:

* Issue RFP:	October 8, 2020
* Pre-Proposal Meeting:	October 13, 2020
* Deadline for Receipt of Written Questions:	October 14, 2020
* City Response/Addenda to be sent by:	October 15, 2020
* Proposals Due By:	October 20, 2020
* Opening of Proposal:	October 20, 2020, 11:00 a.m.
* Regular Council Meeting	October 26, 2020, 7:00 p.m.
* Award of Contract	October 27, 2020
* Commencement of Contract Services	November 1, 2020

**C. GENERAL INFORMATION**

1. PURPOSE OF THIS SECTION



Descriptions of the Air Duct Cleaning Service, equipment and supplies are provided only as orientation. The General Specifications (Section D of this RFP) are the City Requirements for the Contract that may be let and are not necessarily duplicative of the current programs.

2. DESCRIPTION OF THE RESIDENTIAL AREA OF THE CITY

The City of Jennings is an established community located in St. Louis County. The Contract for services shall be limited to equipment and maintenance of for the Jennings city Hall, Civic center, Public Works, Police Department and Courts.

**D. GENERAL SPECIFICATIONS**

1. INTENT

It is the City's intention to obtain a contractor for Commercial Air Duct Cleaning. Our proposal for Mechanical Hygiene services in our facility. Service will include for electrostatically applied antimicrobial treatment will be provide that will reduce the biological build- up and leave the structure with a protective surface to aid in the prevention of future problem. The intent of this RFP is to ensure that any such operation problems are corrected within twenty-four hours of notice (except in emergency situations and as noted in the Contract).

2. SCOPE OF WORK

The City of Jennings will be open 5days per week and due to the high volume of traffic, Air Duct Cleaning Services shall be done with as little disruption to building operations as possible. Air Duct Cleaning Services can only be performed during normal business working hours, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays). The buildings shall be occupied while work is being accomplished. Special arrangements must be made for any evening, weekend, or holiday work

3. Required Services

Contractor must, prior to any Air Duct Cleaning Services, contact Facilities seven (7) days in advance at 314-388-1164. Failure to contact Facilities may result in the unavailability of access to certain City properties. Contractors must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed. At the end of each day on site, Contractor's representative must identify areas cleaned; City's representative to conduct an inspection daily, or at a frequency at the discretion of the City. The City reserves the right to revise its Air Duct Cleaning Services schedule.

1. This section defines the minimum requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.
2. The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications. Ductwork shall be inspected for

the accumulation of mold, mildew, or other contaminants and, if observed, shall be reported to the Facilities Manager.

3. The HVAC systems include any interior surface of the facility's air distribution system for conditional spaces and/or occupied zones. This includes the entire heating, air conditioning and ventilation system from the points where the air enters the system to the points where the air reaches the mixing boxes. The interior surfaces of the AHU, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings and reheat coils are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.
4. The evaporator coils shall be cleaned.

#### 4. DURATION AND SCOPE OF CONTRACT

The Contract for services shall be a (1) time cleaning with a service agreement to become effective on November 1, 2020.

The City shall have the option to renew the term of the Contract annually. The City must exercise said option by notice in writing to the Contractor no later than thirty (30) days prior to the expiration of the term of the Contract. In the event of such extension, all terms and conditions of the Contract shall be in full force and effect during the extension period, subject to the following:

- (a) The rates to be paid to the Contractor during the extension period shall be as listed on the price quotation sheet (see Appendix B).
- (b) The Contractor shall post with the City a Performance Bond procured at his expense for the period of extension and the amount of the Performance Bond shall be in the amount of twenty-five (25) percent of the projected annual compensation resulting during the extension period.

#### 5. CONTRACTOR TRANSITION

Should the City choose a different Contractor at the expiration of this Contract, the Contractor shall agree to cooperate with the chosen Contractor in effecting an orderly transition.

Successful Contractor shall not commence services described herein until written notification to proceed has been issued by the City.

#### 6. GUARANTEES/WARRANTIES

Bidders SHALL indicate the full guarantees and/or warranties on the equipment, parts and labor.

#### 7. WITHDRAWAL OF BIDS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the City in writing of its withdrawal. The notice must be signed by an appropriate authorized official of your firm. Your firm may thereafter submit a new or modified proposal if it is received at the City no later than the deadline.

8. WAIVER OF LIEN

Final payment shall not be due until the bidder delivers to the City of Jennings a complete release of all liens arising out of this bid or receipts of payment in full in lieu thereof and if requested an affidavit from the bidder that the releases and receipts of payment include all labor and materials for which a lien could be filed. If a lien remains unsatisfied after all payments are made, the bidder shall refund to the City of Jennings all monies that the latter may be compelled to pay in discharging such a lien, including all costs and attorney's fees.

9. QUANTITIES

The quantities or usage shown are estimates, ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidder's information ONLY and will be used for tabulation and presentation of bid and the City reserves the right to increase or decrease quantities as necessary.

10. DEFAULT PROVISION

In case of default by the bidder or contractor, the City of Jennings may procure the products or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

11. COMPLIANCE WITH LAW

All goods or equipment bids shall comply with all applicable Federal, State and local laws relative thereto, including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the City from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law and the design or manufacturing of equipment and/or materials.

12. FAILURE TO QUOTE

If a bidder chooses not to submit a bid, the City requests the return of the bidding documents, please state reason thereon, and request that your name be retained on our bidders list. Failure to respond may result in bidder's name being removed from our bid mailing list.

13. TAXES

The City of Jennings, Missouri is exempt from Federal Excise Tax and Missouri Sales Tax and same shall not be charged to the City.

14. ENDORSEMENT PROHIBITION

The successful bidder is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the City Council of Jennings.

15. WARRANTIES AND REPRESENTATIONS

Contractor warrants that the goods and services furnished under the Agreement shall conform to the requirements of the Agreement (including all descriptions, specifications and drawing made a part of) and such goods will be merchantable, fit for their intended purposes, free from defects in material and workmanship and fit for their intended purposes. Contractor will, at its sole cost and expense, promptly perform any and all corrections of error that occur as a result of its own, its contractors' or subcontractors' negligence, make any corrections and modifications to the systems necessary or desirable to cure any non-conformity with the specifications, and repair said system or components so as to remedy any defects in material and/or workmanship.

To the extent that third party manufacturers have made any warranties or other commitments regarding products or services that the Contractor has included in its bid to the City, the Contractor will assign to the City all of such manufacturer's warranties and commitment, and/or take such action as may be necessary to ensure that the City is entitled in full to all manufacturer's warranties.

Contractor warrants that it will arrange with the manufacturers for a direct or sublicense through of any operating systems software, general utilities, or applications software included with the equipment.

Contractor warrants that the equipment will be new and of merchantable quality and that Vendor will be able to convey clear and marketable title to the equipment by bill of sale.

Contractor represents and warrants that it is a duly authorized value-added reseller of the equipment purchased by the City and that it has a value-added reseller's agreement currently in force with each applicable company under which the Contractor is authorized to make the commitments made in the Agreement.

16. DELIVERY, INSURANCE AND TITLE

Delivery -The equipment will be delivered to the City of Jennings in strict conformance with the agreed upon schedule.

Insurance -Contractor will assume full responsibility for insuring the equipment in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve billing for transportation charges and to submit and to resolve all insurance claims arising from damage to its shipments.

Transportation Costs -All transportation charges on equipment will be prepaid by the Contractor and will be added as separate charge on Contractor's invoice to the City., except a – contractor will bear the cost of transportation of equipment shipped for mechanical replacement purposes; b – contractor will bear the cost of transportation for equipment failure, whether for convenience or at the City's demand; and c – contractor will bear the cost of transportation for equipment removed as a result of default by Contractor of any of the terms and conditions of the agreement.

17. EQUIPMENT, TOOLS, SUPPLIES

Contractor will supply all cleaning chemicals and supplies necessary to perform Air Duct Cleaning Services. The Contractor is responsible for providing proper equipment, tools labor, instrumentalities, materials, transportation, support services and insurance required. Trained personnel to thoroughly clean the air ducts as necessary to fully execute the requirements of this contract. Contractor is not required to purchase, rent, or hire any equipment, tools supplies, offices, transportation, personnel, insurance or instrumentalities from the City.

18. INDEMNITY OBLIGATIONS OF CONTRACTOR

To the fullest extent permitted by law, Contractor agrees to protect, indemnify, defend and hold the City, officers, employees, agents and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with a – any breach of the Agreement, b – any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by contractor, contractor's employees, subcontractors, agents, representatives or assigns (collectively, "Contractor's Agents") in the performance or non-performance of the professional services required to be performed by Contractor under the Agreement; or c – the City enforcement of its rights under this indemnity provision. Contractor agrees that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the City and Contractor are named as defendants in the same civil action, and the City determines that a conflict of interest exists between the parties, Contractor will agree to provide, at its own cost, independent counsel for the City. The City may, at its option, designate its Special Counsel as equal participating counsel in any litigation wherein Contractor defends the City.

Contractor will defend, indemnify and hold harmless City (its officers, agents and employees as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to the City, including reasonable attorneys' fees and costs, as a result of any claims, demands, damages, costs or judgments against the City based on allegations that, as a consequence of the services rendered hereunder, any program or software designed, developed, amended, merged or restructured, or any part thereof, alone or in combination with other programs or software, infringes on any patent or copyright or misappropriates a trade secret. If any such program or software or any part thereof is held to constitute an infringement or misappropriation of third party intellectual property rights, and use of the program or software is enjoined, Contractor will, at its own expense, either 1- procure for the City the right to continued use the program or software or part thereof 2 – replace the program or software with a non-infringing replacement, provided that such replacement does not compromise performance and otherwise meets the City's specifications or 3 – modify the program or software to make it non-infringing, provided that such modification does not compromise performance and otherwise meets the City's specifications.

19. INVOICING FOR SERVICES

The Contractor shall be required to invoice the City for services. The City will pay invoices on a net 30 basis. The invoice should clearly identify the cost breakdown per building.

20. SERVICE AND COMPLAINTS

The Contractor shall maintain a toll-free phone number for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. (CST). Any complaint must be given prompt and courteous attention. The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled.

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately addressing and restoring any loss of services or malfunctioning equipment.

21. PENALTIES

The Contractor shall forfeit the sum equal to 2% of the Performance Bond as liquidated damages to the City for each day that the Contractor shall fail to comply with the provisions of this Contract and all documents incorporated herein.

22. ASSIGNMENT OR TRANSFER OF CONTRACT

The Contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City.

Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

24. CONTRACT AMENDMENT

Any Contract entered by the Contractor and the City of Jennings cannot be modified or changed without the written consent of both parties.

25. CONTRACT TERMINATION

The City shall have the right to revoke the Contract upon thirty (30) days written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

In the event the Contractor fails to install agreed upon services and/or address malfunctioning equipment for any five (5) day period as provided herein, the City is authorized to execute against the Performance Bond and the thirty (30) day notice provision will thereby be waived, the City having the immediate right to terminate the Contract without further notice to Contractor, except for the acts God that prevent collection.

The City may elect to terminate the Contract without cause upon thirty (30) days written notice to the Contractor.

23. COMPLIANCE

The Contractor shall obtain an annual business license from the City of Jennings prior to the commencement of services.

24. PERFORMANCE BOND

The Contractor shall also furnish to the City a Performance Bond in favor of the City, specified by name, in the amount of twenty-five (25%) percent of the projected annual compensation to be paid to the Contractor.

The Performance Bond guaranteeing performance shall remain in effect for the term of the Agreement and shall be delivered upon Contract execution. A new Performance Bond shall be delivered to the City at least thirty (30) days prior to the expiration date of an existing bond.

25. INSURANCE

Comprehensive General Liability Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, for all vehicles, equipment and personnel used in the work covered by the Contract, whether used and employed by the Contractor or sub-Contractor, liability insurance in a sum of not less than \$1,000,000.00 per occurrence. Said insurance shall specifically name the City of Jennings as an additional insured party under said

policies and include the endorsement, and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days' notice having been given to the City of Jennings. Any approved sub-Contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

Successful Contractor must provide insurance coverages listed below and include the City of Jennings as an additional named insured:

General Aggregate	\$2,000,000.00
Property Damage	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Product and Completed Operations	\$2,000,000.00

Worker's Compensation Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Missouri. Any approved sub-Contractor shall also obtain and maintain in force during the term of the Contract, Worker's Compensation Insurance.

## 26. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of the Contractor, or any approved sub-Contractor, under this Contract.



**Appendix A**

**COMPANY INFORMATION SHEET**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/ State/Zip Code

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Establish

\_\_\_\_\_  
Years in Business

I \_\_\_\_\_, representing the Bidder in an official capacity understand that the information furnished to the City of Jennings is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

\_\_\_\_\_  
Signature and Title of Authorized Representative

\_\_\_\_\_  
Date

ANTI-COLLUSION STATEMENT: The signed bidder has not divulged to, discussed or compared the bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from Bid List(s).

TO THE CITY CLERK OF THE CITY OF JENNINGS, MISSOURI: We (I), the signed, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including Specifications and fully understand what is required. By submitting this signed Proposal, we (I) hereby agree that we (I) will make available for audit to appropriate City Officials any applicable records pertinent to a resulting order and/or contract for verification of pricing per terms of purchase agreement.

## **Appendix B**

### **REQUEST FOR PRICE QUOTATION**

<b>City Locations</b>	<b>Total Cost per Location</b>
City Hall - 2120 Hord Ave.	
Civic Center – 8720 Jennings Station Rd	
Courts - 7005 Florence Place	
Police Station – 5445 Jennings Station Rd.	
Public Works – 5834 Hodiamont Ave.	
Keoneman Park Garage- 8937 Lucas and Hunt Rd.	

1. Provide your work plan and methods to perform Air Duct Cleaning Services?
2. What is the time needed to complete this project?
3. Please provide detailed information on your warranty and routine maintenance agreement.
4. Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.
5. Provide a cost breakdown for all work.
6. Provide copy of license with St. Louis County.

## Appendix C

### **LIST OF MUNICIPAL OR GOVERNMENT REFERENCES**

Please provide references from at least three clients for whom you have, within the past 18 months, procured comparable or substantially similar system and performed similar services. The City will contact references only if you are a finalist in the evaluation process.

1. Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
2. Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
3. Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
4. Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_
5. Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of services performed: \_\_\_\_\_

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## **Appendix D**

### **BID SPECIFICATIONS**

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#### **City Hall, Civic Center, Court, Police Department, Public Works, Keoneman Park Garage Air Duct Cleaning Service**

1. The HVAC System Cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) and shall have a minimum of one (1) air system cleaning specialist (ASCS) and supervisor to be responsible for the work herein specified.
2. All work shall be supervised by a skilled foreman of Contractor with thorough knowledge and experience in the cleaning of heating, ventilation, and air conditioning systems.
3. The HVAC system cleaning contractor shall perform the services specified herein in accordance with the current published standards of the National Air Duct Cleaning Association (NADCA). NADCA Standards must be followed with no modifications or deviations being allowed.
4. Debris removed during cleaning shall be collected and precautions must be taken to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process.
5. All reasonable measures shall be taken to control offensive odors and/or mist vapors during the cleaning process.
6. Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.
7. Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.
8. The Contractor shall utilize service openings as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry and inspection.
9. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
10. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
11. Closures must not hinder, restrict, or alter the airflow within the system.
12. Openings must not compromise the structural integrity of the system.
13. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.

14. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the City's authorized representative in project report documentation.
15. The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.
16. The contractor shall clean all air distribution devices. Air handler coils, registers and cold air returns.
17. The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers, dampers, and drive assemblies. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:
  - a. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
  - b. Assure that a suitable operative drainage system is in place prior to beginning wash down procedure.
  - c. Clean all coils and related components, including evaporator fins.
18. Create service openings in the system as necessary to accommodate cleaning of otherwise inaccessible areas.
19. Mechanically clean all duct systems to remove all visible contaminants, such that the systems can pass Cleaning Verification Testing (see NADCA Standards).
20. The evaporator coils shall be cleaned.
21. System should be inspected before work is started and again when work is complete to make sure all systems are working. Damaged system components found during the inspection shall be documented and brought to the attention of the Project Manager.
22. Upon completion and final acceptance of work, the vendor will promptly remove from the premises all leftover materials, rubbish accumulated during the work and any other equipment. The premises will be left in a clean and neat condition.

## Appendix D

### BID SPECIFICATIONS

#### PRE-WORK ASSESSMENT

##### **1. Physical Site Inspection**

- a. Establish Engineering Controls and Containment Strategies
  - i. Set Negative Pressure in Ductwork with the use of HEPA Filtered Negative Air Units
  - ii. City of Jennings staff to assist in taking systems down for negative pressure
- b. Visual inspection and documentation
  - i. **Deploy Robotic Video Inspection Device where applicable**
- c. Digital still photos of each component group noted on prints
  - i. Air Handlers
  - ii. Access Openings
  - iii. Return Air Control Devices
  - iv. High-pressure duct
  - v. Low-pressure duct
- d. Determine basic work schedule and shift times
  - i. Work Schedule
    1. Monday through Friday 8:00 am to 5:00 pm
    2. Weekend and Holidays as needed (additional cost may apply)
  - ii. Security
    1. Advised of our work on-site.
    2. Provide access and badges
  - iii. Environmental Services/ Sanitation
    1. Advised of our services
    2. Discuss site specific post-cleaning requirements

#### AIR HANDLING UNITS

##### **1. Mixing Chamber**

- a. Check drain system for proper drainage
- b. Vacuum all surfaces and remove all debris
- c. Check for degradation of interior insulation. Report any peeling of insulation on work order.
- d. As necessary, clean surfaces with hot water and mild cleaner

- e. Clean filter rack and note dirty filters on work order, If City of Jennings has supplied fresh filters, replace filters.

## 2. Coil Cleaning

- a. Insure proper drainage prior to wet cleaning of coils.
- b. Vacuum all loose debris, visible inspect coils for damage.
- c. Note any bent or broken fins on the work order. Try to straighten fins if possible
- d. Apply Mild A/C Coil cleaner, allow to dry, and rinse thoroughly. Rinse until clean water exits opposite side of coils.
- e. Apply EPA Registered Biocide

## 3. Fans and Motor Housings

- a. Conduct visual inspection of fan housing and belts.
- b. Note any marred or cracked belts on the workorder.
- c. Remove any excess grease or paint chips/flakes with wire brushes.
- d. Vacuum any loose debris from fan housing.
- e. Hand-clean the fins and motor units. Cover the units prior to any wet cleaning.
- f. Check all fins and impellers proper alignment; note any discrepancies on the Work Order.
- g. Grease motors and bearings where applicable.

## SUPPLY REGISTERS & RETURN GRILLS

- 1. Supply registers /return air grills will be removed, hand cleaned, sanitized, and reinstalled. Affixed registers and grills will be cleaned in place.
- 2. Area around registers / returns will be vacuumed.
- 3. All supply registers will be covered with a poly filter during the treatment & encapsulation process.

## DUCTWORK

- 1. ***Fiberglass Lined Ductwork*** A source removal process will be used to clean all accessible ductwork. Debris, dust, and particulate will be removed using robotic air agitation devices or a soft vacuum brush attached to our ***HEPA Vacuum System*** in conjunction with the ***Negative Air Unit***. After the lined ductwork is clean the ductwork will be encapsulated using Linset Ductseal.



2. ***Non-Porous Ductwork*** A source removal process will be used to clean all accessible ductwork. Debris, dust, and particulate will be removed using a combination of methods, ***Patented Robotics*** in conjunction with our ***HEPA Vacuum System, Duct Auger, and Negative Air Unit.***
3. ***Insulated Flexible Ductwork*** All Insulated Flexible Ductwork will be disconnected from both sides and contact vacuumed using a soft contact vacuum attachment and HEPA Filtered collection device. Flexible duct that has been ripped, torn or otherwise perforated will be noted for future replacement.
4. ***EPA Registered Biocide*** An EPA Registered Biocide may be applied only to non-insulated areas where visible suspect contamination is present. Areas of application will be noted on the prints provided by City of Jennings with time, amount and type of contaminant found (narrative).
5. All ductwork will be encapsulated, as described by current NADCA Standards, Linset Duct Sealant. This product coats the interior of the ductwork leaving a clean pliable surface and aids in preventing further contamination of items which may become dislodged during the cleaning process.
6. Access panels will be installed to provide entry points for source removal, visual inspection and treatment of contaminants. Access Panels will be installed per NADCA Standard 05-1997, Requirements for the Installation of Service Openings in HVAC Systems.

## SAFETY AND CONTAINMENT

1. **Containment**
  - a. All areas will be covered with poly prior to cleaning.
  - b. All furniture will be covered or cleaned when completed.
  - c. HEPA Filtered Air Scrubbers will be running the duration of work to clean the ambient air.
2. **SAFETY**
  - a. Contractor and its employees will be familiar with and adhere to all appropriate OSHA and NIOSH safety procedures. This includes but is not limited to conditions, equipment, and safety procedures.
  - b. Material Safety Data Sheets will be available.
  - c. All Environmental employees will wear proper personal protective equipment or "PPE" at all times when working on City of Jennings property.