



LKLP
Community
Action

Request for Proposals

200 Ton Trane RTAC Chiller Replacement

Summary

LKLP CAC, Inc. is seeking proposals from qualified vendors to provide and install a new 200 Ton Trane RTAC Chiller at the Kentucky Career Center located at 412 Roy Campbell Drive Hazard, KY.

Scope of Work and Requirements

- General Scope:
 - Lock/Tag our breaker in mechanical room feeding existing chiller.
 - Isolate and disconnect piping from existing chiller.
 - Disconnect power wiring and control wiring from existing chiller.
 - Provide crane to remove existing chiller from pad. Set aside for customer disposal.
 - Provide crane to set new 200 Ton Trane RTAC chiller.
 - Provide new piping to adapt to new chiller. Rework heat trace and insulate piping as needed.
 - Provide electrical wiring as needed for safe operation of new chiller.
 - Connect control wiring to Building Automation System (BAS). Create graphics to display the monitoring of the new chiller.
 - Provide customer with startup reports, training and warranty information.
 - Warranty must include at least one year labor from contractor and one year parts warranty from manufacturer.
 - Compressors must have 5 year parts warranty (not including refrigerant).
 - Chiller must have hail guards installed to protect condenser coils.

Site Tour

Please contact Darrell Grigsby at d.grigsby@lklp.net or 606-216-7461 to schedule a site visit before submitting a proposal. Site tours are not mandatory but recommended.

Proposals Requirements

Submissions that do not include each of the four requirements listed below will not be considered.

1. An overview of the company
2. An outline of pricing, payment terms and a sample contract
3. A timeline and project schedule
4. A certificate of insurance

Selection Criteria

Selection criteria will include, but not be limited to the following:

- Qualifications and experience
- Timeline
- Cost

Disclaimer

This Request for Proposals (RFP) is not an offer to purchase. The RFP is solely a request for expressions of interest and statements of qualifications. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between LKLP and any other person can or will be created hereunder. LKLP assumes no financial responsibility for the cost of preparation of proposals by respondents nor does it make any commitment to enter into a contract for service based on responses to this RFP.

Bid Timeline

Please submit a complete bid to LKLP, two paper copies in a sealed envelope labeled “Chiller Replacement Proposal”, on or before 3:00PM EST on March 12, 2021. The bids should either be mailed or delivered in person during the LKLP’s business hours. If delivering in person, please call 606-438-0838 and deliver to the main office at 398 Roy Campbell Drive. If mailed, please mail to:

LKLP CAC, Inc.
ATTN: Cena Whitaker
398 Roy Campbell Drive
Hazard, KY 41701

Submission Details

- LKLP issues RFP: March 3, 2021
- Site tours: March 1 – March 11
- Deadline for submitting bids: March 12, 2021 at 3:00PM
- Bid opening: March 15, 2021 at 9:00AM
- Board approval and contract signing: March 17, 2021
- Work to be completed before June 30, 2021

If a contractor has any questions about the contents of this RFP, or about any matters relating to it, the question must be directed in writing to the Chief Financial Officer, Cena Whitaker, via email at cena.whitaker@lklp.net. All questions will be responded to promptly via email.

Submission Checklist

Proposals should complete all of the items on the checklist to be considered eligible for selection. LKLP will choose the lowest responsible bidder.

- Submit the proposal on or before 3pm 3/12/2021
- Submit two paper copies
- Required materials are specified and included in proposal price
- Include a description of experience
- Include an overview of the company
- Include an outline of pricing, payment terms, and sample contract

- Include a timeline/project schedule (with project completion date before 06/30/2021)
 - Include a certificate of insurance
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CONTRACT TERMS

1. The work will be done:
 - a. For the total price of \$_____;
 - b. In accordance with the Request for Proposals for Chiller Replacement (copy attached).
2. Contractor must provide a Performance Bond and Payment Bond acceptable to Owner.
3. The Performance Bond to be provided shall contain the following language:

“Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein.”
4. Contractor shall purchase insurance acceptable to Owner in an amount not less than \$1M to cover claims and expenses, including costs of defense, asserted against Owner, Architect and Construction Manager, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded the Owner shall be primary insurance for the Owner with respect to claims arising out of operations performed by or on behalf of the Contractor. If the Owner has other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
5. In all hiring related to this agreement, the Contractor is expected to advertise and afford equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, order of protection status, military status, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. The Contractor shall comply with the provisions of the Equal Opportunity Clause.
6. Work will not begin nor will any payment be authorized absent submission by the Contractor to the Owner of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from Contractor’s insurance company.
7. The responsibilities/liabilities of the Owner and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law.
8. Contractor shall pay all reasonable attorneys’ fees, experts’ fees, and costs incurred by the Owner in enforcing the terms and provisions of this Agreement and in defending any proceeding to which the Owner is made a party as result of the acts or omissions of the Contractor.
9. Contractor acknowledges full and sole authority for all safety programs and precautions in

connection with the work.

10. In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the Owner and the Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between the Owner and the Contractor shall be resolved in the Circuit Court of Cook County, Illinois in accordance with Illinois law.
11. Contractor shall defend, indemnify, and hold harmless Owner from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
12. The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in performing the same or similar services in the locale where the project is located.
13. Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the project.
14. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.
15. Contractor shall provide Owner with all documents requested by Owner thereby enabling Owner to respond timely to any request to Owner for documents pursuant to the Freedom of Information Act.

LKLP CAC, Inc.

Contractor

(Representative)

(Representative)

(Title)

(Title)

(Date)

(Date)

