



**REQUEST FOR PROPOSALS FOR  
FIXED BASE OPERATOR (FBO) FACILITY WINDOW REPLACEMENT**

**SUBMITTAL DUE DATE: October 4, 2022 at 2:00pm**

**PROPOSALS MUST BE MAILED OR DELIVERD TO:  
City of Kearney, Attn: Peggy Eynetich, Interim City Clerk  
18 E. 22nd Street  
P.O. Box 1180  
Kearney, NE 68848**

*Please mark your envelope "PROPOSAL FOR FBO FACILITY WINDOW REPLACEMENT"*

EIN/SSN (Required) \_\_\_\_\_  
Federal I.D. Number

COMPANY NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

Signature acknowledges that Proposer has read the documents thoroughly before submitting a proposal, will fulfill the obligations in accordance to the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

**DO NOT CONTACT ANY OTHER CITY EMPLOYEE OR DEPARTMENT.**

**ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO THE FOLLOWING PERSONS:**

Jim Lynaugh, Airport Manager, [jlynaugh@kearneygov.org](mailto:jlynaugh@kearneygov.org)

**MUST SUBMIT THIS PAGE WITH PROPOSAL**

## **REQUEST FOR PROPOSALS**

### **Window Replacement – FBO, Kearney Flight Services**

The City of Kearney, Nebraska is requesting proposals from qualified vendors or contractors in order to establish a contract to provide and install new curtain wall windows in the Kearney Flight Services building located at 4985 Airport Road, Kearney, Nebraska.

The City of Kearney is an equal opportunity employer and requires all contractors and consultants to comply with all applicable federal and state laws and regulations.

#### **Scope of Services & Minimum Specifications**

Proposal must include the cost of installation of new curtain wall include all labor, equipment, materials, permits and fees to furnish, deliver, construct and install the new window system.

Minimum Equipment Specifications are as follows:

- Replace framing and glazing units the entire facility, including East, West, and North Facades.
- Install new storefront with similar horizontal and vertical mullions to match existing conditions.
- North Façade glazing units will be untinted.
- East and West Façade glazing units will be Bronze Low-E tinted.
- Aluminum Frame color will be black.
- “Bucket” windows will be replaced to match existing conditions.
- Project must be completed by **April 1, 2023**

#### **Contractor Services**

The selected Contractor shall be responsible for the following:

- Provide all material, labor, and supplies to satisfy the intent of the agreement. Pay for and secure all permits.
- Meet with City staff prior to submitting the final order to confirm design attributes.
- Respond to inquiries from City staff concerning equipment and/or construction and provide prompt attention to any issues.
- Coordinate scheduling of construction and inspections with City staff when applicable.
- Be responsible for providing safety precautions in connection with contracted installation work.
- The proper disposal of litter and debris collected from the work site is the responsibility of the Contractor.
- Upon completion of construction, conduct an onsite audit with City Staff to confirm that the windows and associated work were constructed as specified.
- Verifying site conditions and notifying the City of Kearney of any discrepancies.

### **City's General Requirements**

Contractor shall agree to protect, defend, indemnify, and hold the City Council, City of Kearney, its officers, commissions, employees and agents free and harmless from and against any loss, penalties damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor duties under any agreement resulting from award of this proposal. The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

It is agreed between the parties that the City of Kearney shall not, under any circumstances, be responsible nor have any obligation for workers compensation benefits to the Contractor, its agents, employees and subcontractors or their agents and/or employees.

Contractor shall be required to maintain and carry in force, for the duration of the project, insurance coverage for general liability for not less than One Million Dollars (\$1,000,000) combined single limit. The successful Contractor shall furnish to the City of Kearney a Certificate of Insurance verifying coverage and identifying the City of Kearney as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the Contractor in its operations herein.

Contractor shall secure, pay for, and deliver to the City, Builders Risk, Completed Value insurance program for work to be performed on a Special Cause of Loss form. The named insured is to be the City, with the Contractor and/or their subcontractors added as an additional insured as their interest may appear at the time of loss. Unless specifically authorized by the City, the amount of such insurance shall not be less than the Contract Price totaled in the bid. The policy shall cover no less than the losses due to "all risk" during the contract period and until the final work is accepted by the City. Any deductible, not to exceed \$10,000 per occurrence (amounts higher must be approved by the City), shall be borne by the Contractor.

Such insurance policy shall not cover any tools, equipment, scaffolding, staging, towers, structure erected for housing workers and forms owned or rented by the Contractor. Their insurance company shall have no right to subrogate against the City, Contractor and subcontractors for such loss.

Prior to any material change or cancellation, the City of Kearney will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Kearney, shall apply in excess of and not contribute to insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Kearney  
City Clerk  
P.O. Box 1180  
Kearney, NE 68848-1180

Contractor warrants and represents that it has policies in place governing the actions of the Contractor and any employees or agents or the Contractor regarding sexual harassment. The Contractor agrees to defend, indemnify and hold harmless the City of Kearney for actions of the Contractor or Contractor employees or agents in the execution of this agreement with the City of Kearney and its officers, employees and agents. The Contractor also understands and agrees that any violation of this provision will constitute sufficient cause to terminate the agreement.

Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Once the City Council has selected the Contractor, the City reserves the right to:

- Reduce the overall cost of a selected proposal in advance of confirming the order by requesting modifications or deletions as required to meet unexpected budgetary constraints.
- Negotiate for the substitution of a specific feature while remaining consistent with the design concept.

### **Submission Requirements**

The proposed design(s) shall be compatible with the site. It is the responsibility of the Contractor to confirm available space and compatibility for each design. **Submittals should be easy to follow and labeled 1-5, following the minimum requirements listed below, with additional information at the end as applicable.**

Each proposal shall include at minimum: one original, and one copy for necessary distribution. Submittals should be labeled 1-5, following the minimum submittal requirements. The following are the minimum submittal requirements:

1. Company background (brief information on company's experience and qualifications, number of years installing fencing, support services, experience of project manager)
2. Three (3) client references from Nebraska or neighboring state on similar commercial projects completed within the last year. Include name of business, address,

contact person, phone number, email, cost of the project. Reference letters are also encouraged, but not required.

3. Indicate projected dates of construction and the projected completion date. Entire project must be substantially complete by April 1, 2023.

4. A single total project cost proposal, including an itemized breakdown of all charges.

5. Copy of applicable warranties.

The City of Kearney will accept only those sealed proposals, either hand delivered or received via U.S. Mail or other commercial carrier received at the City Clerk's Office, City Hall, 18 East 22nd Street, Kearney, Nebraska. Items transmitted by facsimile or electronically will not be accepted. Late receipt of submittals will not be considered regardless of postmark. All proposals will be validated. Submittals received after the due date will be filed unopened. Interested firms should submit each proposal to the following address no later than October 4, 2022 @ 2:00pm to:

**Peggy Eynetich, Interim City Clerk  
Kearney City Hall  
18 East 22nd Street  
P.O. Box 1180  
Kearney, NE 68848**

**Please mark your envelope "PROPOSAL FOR THE FBO FACILITY WINDOW REPLACEMENT".**

### **Evaluation**

Each proposal received, within the project budget, will be evaluated on the following criteria to determine an overall score:

#### **Project Schedule: Maximum Score: 10 points**

- Please provide a detailed timeline of all activities associated with the project.

#### **Firm Experience: Maximum Score: 20 points**

- Quality of materials and construction methods
- At least three references on similar sized projects

#### **Technical: Maximum Score: 20 Points**

- Compliance with RFP
- Research and understanding of project requirements
- Project schedule/delivery
- Product specifications/warranty

#### **Cost: Maximum Score: 50 Points**

#### **Total: Maximum Score: 100 Points**

**Selection Process**

The Review Committee will consist of City staff from multiple disciplines in order to solicit input from a variety of viewpoints.

The Review Committee anticipates making a recommendation to the City Council on October 11, 2022, or sooner. The City Council will select the most responsible Contractor for the project. This Request for Proposals does not commit the City of Kearney to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Kearney reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City of Kearney to do so.

Sincerely,

**CITY OF KEARNEY**



Michael W. Morgan  
City Manager



