

REQUEST FOR PROPOSALS

HVAC SERVICE AGREEMENT (MAIN LIBRARY)

Richland Library invites proposals for HVAC Service Agreement. A contract for services is desired to begin on or about March 1, 2022. The contract period would be for one year, renewable annually for a period up to five years based on performance.

A copy of the Request for Proposals may be downloaded from the [Richland](https://www.richlandlibrary.com/doing-business) Library website, here: <https://www.richlandlibrary.com/doing-business>. It is the responsibility of the person or entity downloading this solicitation to continue to visit this page periodically, until bid or proposal opening, to ensure that they have any addenda that are published in association with the solicitation. All questions and answers, revisions, or addenda will be published on the Doing-Business page.

Emailed proposals must be received by Noon on December 10, 2021. Emails must be marked, "HVAC SERVICE AGREEMENT (MAIN)" in the subject line. Proposals received after the stated time will not be accepted.

This solicitation does not commit Richland Library to award a contract, to pay any costs incurred in the preparation of proposals, or to procure or contract for the services solicited. The Library has the right to reject any or all proposals, to waive any minor irregularities, to cancel in part or whole this solicitation, if it is deemed in the best interest of the Library, and to award a contract that will be most advantageous for the Library.

Richland Library is an affirmative action and equal opportunity agency.

DATE: November, 15, 2021

REQUEST FOR PROPOSALS: “HVAC SERVICE AGREEMENT (MAIN LIBRARY)”

PROPOSAL DEADLINE: December 10, 2021 at 12:00 noon

Interested parties are invited to submit proposals in accordance with the requirements of the Solicitation contained herein.

Proposals must be emailed to financeoffice@richlandlibrary.com, marked “HVAC SERVICE AGREEMENT (MAIN)” in the subject line, no later than 12:00 noon, **December 10, 2021**. Proposals will be opened in the Main Library 3rd floor programming space at 1431 Assembly Street. Proposals received after the stated time will not be accepted. Due to the possibility of negotiations with any offeror that may be eligible for contract award, prices will not be divulged at time of opening.

The proposal must be signed by an official authorized to bind the offeror and must contain a statement to the effect that the proposal price is firm for a period of at least 90 days from the closing date for submission of proposals.

Proposals must be marked “**HVAC SERVICE AGREEMENT (MAIN)**”

This Solicitation does not commit Richland Library to award a contract, to pay any costs incurred in the preparation of proposals, or to procure or contract for the services solicited. The Library has the right to reject any or all proposals, to waive any minor irregularities, to cancel in part or whole this Solicitation if it is in the best interests of the Library, and to award a contract that will be most advantageous for the Library.

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KEY EVENT DATES

PROPOSAL

Advertised in South Carolina Business Opportunity Online Edition (SCBO)	November 15, 2021
Issuance of Request for Proposals	November 15, 2021
Deadline for Receipt of Questions	November 26, 2021
Deadline for Receipt of Proposals	December 10, 2021 at 12:00 noon

Email Questions to: financeoffice@richlandlibrary.com
"RFP Questions" in Subject Line

Email Proposals To: financeoffice@richlandlibrary.com
"HVAC Service Agreement (Main)" in Subject Line

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PART I. REQUEST FOR PROPOSALS

A. GENERAL INFORMATION AND CONDITIONS

1. **Purpose:** This Request for Proposals provides interested companies with sufficient information to enable them to prepare and submit written proposals for consideration by Richland Library for: A HVAC Service Agreement for the Main Library. It is the intent and purpose of this Request for Proposals to meet the needs of the Library while permitting fair, free and impartial competition among proposers.
2. **Issuing Office:** This RFP is issued for Richland Library, 1431 Assembly Street, Columbia, SC 29201, by the library Finance Office. This issuing office is the sole point of contact for this RFP.
3. **Outside Discussions Prohibited:** By submission of a response to the Request for Proposals, a vendor agrees that during the period following issuance of Request and prior to an award, vendor shall not discuss this procurement with other vendors or any outside party except staff officials of Richland Library.
4. **Offeror Responsibility:** Each offeror shall fully acquaint itself with conditions and restrictions attending the performance of the contract solicited. Offerors shall state a price that includes all costs reasonably expected to be incurred by the Library.
5. **Proposal Constitutes Offer:** By submitting a proposal, the offeror agrees to be bound by all the terms and conditions set forth in this document. A proposal containing variations from the terms and conditions set forth herein may, in the sole discretion of the Library, be declared not responsive. The requirements and conditions set forth in this document will become part of the successful offeror's contractual obligations upon award of the contract.
6. **Approval of Board of Trustees:** Award of this contract shall not become effective unless and until approved by the Board of Trustees of Richland Library.
7. **Preparation of Proposals:** All proposals should be complete and clearly and carefully worded. Proposals must convey all the information requested by the Library. The use of advertising and promotional material is not desired. If a proposal contains less than the required information or if the proposal fails to conform to the essential requirements of the Request for Proposals, the Library, in its sole discretion, may declare the proposal, in whole or part, not responsive. Offeror is required to submit a digital version of the proposal by e-mail (financeoffice@richlandlibrary.com).
8. **Inspection of Responses/Confidential Information:** Responses shall be open for public inspection after contract award except that proprietary or confidential information in any response or bid that is clearly marked as such by the offering vendor shall be treated as follows:

For every document Offeror submits in response to this solicitation, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends

contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in S.C. Code Ann. § 30-4-40(a)(1), or (b) privileged and confidential, as that term is used in S.C. Code Ann. § 11-35-410. Do not mark your entire response as confidential. If your response, or any part thereof, is improperly marked as confidential, the Library may, in its sole discretion, determine it nonresponsive.

9. Questions: Every effort has been made to ensure that all information needed by offerors is included herein. If an offeror finds that they cannot complete a proposal without additional information, they must submit written questions to the email address designated in the Key Event Dates section. No questions will be accepted by the Library after the stated deadline. All questions and replies will be published at <https://www.richlandlibrary.com/doing-business>. It is the responsibility of the person or entity downloading this solicitation, to continue to visit this page periodically, until bid or proposal opening, to ensure that they have any addenda that are published in association with the solicitation. All questions and answers, revisions, or addenda will be published on the Doing Business page. <https://www.richlandlibrary.com/doing-business>

10. Proposals signed: All proposals must be signed by a representative of the company authorized to commit to the provisions of the proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature.

11. Offeror Qualifications: In addition to the information required by this Request for Proposals, the apparent successful offeror must, upon request of the Library, furnish any and all information requested by the Library to determine offeror's ability to perform the contract.

12. Clarifications: The Library reserves the right, at any time after opening and prior to award, to request from any offeror clarification regarding information contained in the offeror's proposal.

13. Award: Award will be made to the responsive offeror whose proposal is determined to be the most advantageous to the Library, its employees, its users, and the taxpayers of Richland County. The evaluations factors are included in this solicitation. Only the factors listed will be used to evaluate proposals. The Library reserves the right to reject any or all proposals, in whole or part, to waive any minor irregularities, and to cancel in part or whole this solicitation if it is in the best interest of the Library.

14. Term/Option to Extend: Initial contract term begins upon execution, following Board approval, and will be prorated for a period of 4 months (March 1 through June 30, 2021) to coincide with library fiscal year. New contract period will begin July 1, 2021 and run through June 30, 2022. The contract is renewable upon agreement of both parties for up to 4 additional years.

15. Termination: The Library may cancel the contract for cause, default, or negligence of the contractor without prior notice at any time during the term of the contract. In the event of cancellation for cause or default of the contractor, the Library reserves the right to purchase replacement services on the open market, charging the contractor for any costs above and

beyond the contract price. The Library is also entitled to its costs and attorney's fees, if any, associated with the Library securing its rights under the contract upon default of the contractor.

16. Governing Law: The contractor must comply with all applicable Federal laws and those of the State of South Carolina, including laws concerning authorization or license to do business in South Carolina. Interpretation and enforcement of the contract is governed by South Carolina law.

17. Insurance: Contractor shall maintain, throughout the performance of its obligations under the contract, Worker's Compensation insurance with such limits as required by law and a policy of \$1,000,000.00 general liability insurance. These policies will insure against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based on any act or omission of the contractor or any of its subcontractors, employees, officers, directors, or agents.

18. Indemnification: Contractor agrees to hold the Library, its employees, officers and agents harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished or services performed by the contractor, provided that such liability is not attributable to negligence on the part of the Library, its officers, employees or agents.

19. Contractor Responsibility: The contractor alone will be held solely responsible for the performance of any and all obligations under the contract resulting from its proposal.

20. Nondiscrimination: Proposer certifies that, during the performance of all obligations under its contract with the Library, the proposer will not discriminate against any employee or applicant for employment because of; that it will take affirmative action to insure that applicants are employed and employees are treated fairly during employment without regard to; and that all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that all qualified applicants will receive consideration for employment without regard to an individual's sex, race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, service in the uniformed services (as defined in state and federal law), veteran status, political ideas, marital or family status, pregnancy, genetic information, genetic identity, gender expression, gender identity, sexual orientation, or any other characteristic protected by applicable law.

21. Right to Protest: Contractors who have submitted a response to a Request for Proposals and believe that award has been improperly made may protest such award by submitting a protest, in writing, to the purchasing agent, Richland Library, 1431 Assembly Street, Columbia, SC 29201-3101, within ten (10) days after the award or intent to award notice.

B. PROPOSAL REQUIREMENTS

Offeror must respond fully to each requirement stated below and indicate its compliance and understanding:

1. Offeror must agree in its proposal, that if it is the successful contractor, prior to award in the time specified by the Library, that it will furnish proof of Worker's Compensation insurance and a general liability insurance as required in this Request for Proposals.
2. The offeror must briefly state its understanding of the engagement and make a positive commitment to perform the service within the time period outlined; and describe the proposed classification and compensation study.
3. Offeror must provide any other information considered to be essential in performing the duties associated with the scope of work contained herein.
4. Offeror must provide a list of the local office's current and prior (up to five years) public and/or governmental clients indicating the type of services performed and number of years served for each.
5. Offeror must provide names, addresses, and telephone numbers of personnel of current and prior public and/or governmental clients who may be contacted for reference.
6. Provide resumes of key personnel to be assigned to this project, if awarded.
7. Offeror must state in its proposal the complete name of its company, its address, its principal place of business, the names of its officers, and its county of residence. Indicate whether the business is operated by an individual, partnership, or corporation. If applicable, offeror must state in its proposal the name of any subordinate entity; that will be performing any portion of the service.
8. Offeror must complete and sign the Certification of Cost and include it in the proposal.
9. Offeror must sign and have notarized the attached Affidavit of Noncollusion and include it in the proposal.
10. Offeror must sign and have notarized the attached Affidavit of Nondiscrimination and include it in the proposal.
11. Offeror must complete the attached Cost Form and include it in the proposal.

C. EVALUATION CRITERIA

Proposals will be reviewed to determine compliance with all the requirements of the Request for Proposals. Any proposal failing to meet all essential requirements of the RFP may be rejected.

Each proposal that meets all the essential requirements of the RFP will be evaluated based on the criteria listed below in relative order of importance.

1. Understanding of the contract requested, and proposed plans to meet the criteria.
2. References
3. Cost
4. Minority or Woman Owned Business Certification
5. Richland County Small Local Business Enterprise Certification
6. Locality

PART II. ATTACHMENTS

ATTACHMENT A
CERTIFICATION OF COST

The following certification must be submitted with the offer in the cost section:

I hereby certify that the price included in this proposal is accurate and binding for 90 days from the proposal due date and that all charges and estimates are, to the best of my knowledge, accurate and complete. I further certify that the total cost given on the Cost Form (Attachment D) accurately reflects my total proposal cost, including any applicable discounts and 8% SC sales tax if applicable. The company which I represent will provide the proposed services for this amount.

OFFEROR

Firm Name

Signature

F.E.I.N. _____

OR

SOCIAL SECURITY NO. _____

SOUTH CAROLINA SALES TAX REGISTRATION# _____ (If applicable)

Failure to furnish your F.E.I.N. or Social Security Number and SC Sales Tax Registration Number will result in the delay of the contract.

ATTACHMENT B
AFFIDAVIT OF NONCOLLUSION

INSTRUCTIONS: Each offeror submitting a proposal must complete this Affidavit of Noncollusion. This sworn statement will be considered part of the offeror's proposal.

PROJECT NAME: Richland Library "HVAC Service Agreement (Main)"

SOLICITATION

DOCUMENTS DATED: November 15, 2021

STATE OF _____

COUNTY OF _____

Personally appeared before me _____, who being duly sworn, says that he is a member of the firm of _____, and that his firm, association, or corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a proposal on the above-named project.

OFFEROR

Firm Name

Signature

SWORN and subscribed to before me

this ____ day of _____, 21

_____(L.S.)

Notary Public for

My commission expires:

ATTACHMENT C

AFFIDAVIT OF NONDISCRIMINATION

Offeror certifies that, during the performance of all obligations under its contract with the Library, the offeror will not discriminate against any employee or applicant for employment because of an individual’s sex, race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, service in the uniformed services (as defined in state and federal law), veteran status, political ideas, marital or family status, pregnancy, genetic information, genetic identity, gender expression, gender identity, sexual orientation, or any other characteristic protected by applicable law; that it will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to an individual’s sex, race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, service in the uniformed services (as defined in state and federal law), veteran status, political ideas, marital or family status, pregnancy, genetic information, genetic identity, gender expression, gender identity, sexual orientation, or any other characteristic protected by applicable law; that all solicitations or advertisements for employees placed by or on behalf of the offeror shall state that all qualified applicants will receive consideration for employment without regard to an individual’s sex, race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, service in the uniformed services (as defined in state and federal law), veteran status, political ideas, marital or family status, pregnancy, genetic information, genetic identity, gender expression, gender identity, sexual orientation, or any other characteristic protected by applicable law.

Offeror

SWORN and subscribed to before me

this ____ day of _____, 21

_____(L.S.)

Notary Public for

My commission expires:

ATTACHMENT D

COST FORM

PLEASE COMPLETE THE SCHEDULE BELOW:

1) Total cost to the library for the annual execution of the service agreement.

Total Cost _____

2) Hourly cost for professional services by trade

<u>Person or Title/Trade</u>	<u>Hourly Billing Rate</u>
_____	_____
_____	_____
_____	_____
_____	_____

3) Trip charge or any minimum charges associated with service calls

Trip Charge _____

Minimum Service Charge _____

ATTACHMENT E

MINORITY OR WOMAN OWNED BUSINESS ENTERPRISE

Offeror certifies that the business submitting the response to this solicitation is a certified Minority or Woman Owned Business Enterprise as defined and certified by the South Carolina Division of Small and Minority Business Contracting and Certification, or as similarly certified by the state in which the business is headquartered.

Name under which business is certified and listed: _____

Signature of authorized Officer: _____

SWORN and subscribed to before me

This _____ day of _____, 21

_____ (L.S.)

Notary Public for

My commission expires:

ATTACHMENT F
SMALL LOCAL BUSINESS ENTERPRISE

Offeror certifies that the business submitting the response to this solicitation is a Small Local Business Enterprise as defined by Richland County Code of Ordinances and is registered as such with the Richland County Office of Small Business Opportunities and is not currently suspended.

Name under which business is certified and listed: _____

Signature of authorized Officer: _____

SWORN and subscribed to before me

This _____ day of _____, 21

_____ (L.S.)

Notary Public for

My commission expires:

PART III. NATURE OF SERVICES REQUIRED

The Richland Library is seeking proposals for a preventative maintenance agreement for all HVAC and associated systems equipment (Equipment list attached below) for Richland Library Main.

The library requests that the proposals include weekly site visits to complete walk throughs of each mechanical room. These walk throughs should include the following items, to be documented and turned over to the building representative at completion.

- Shut down/Startup of all 10 AHUs to ensure proper operation and audible checks of duct work integrity. Also, check to make sure all visible actuators open to full extent.
- Check all inline fans for proper operation and intact belts.
- Open cooling tower to inspect water level, and check float valves.
- Check chiller set points and current values to determine normal operating parameters and discover any trends that may lead to required work in the future.
- Check all water pumps for sound, vibration, and operating temperatures.

In addition to the weekly walk through visual inspections this proposal should include check lists of your major and minor PMs. The library requests 3 operational inspections and 1 annual inspection of all equipment annually. The library requests that your proposal amount include all necessary filter changes, belt replacements, and coil cleanings that may be necessary.

This proposal should include quoted hourly labor rates, for both standard and overtime hours, for chiller technicians, sheet metal workers, insulation technicians, plumbers, and any other technicians that may be required to work on equipment present in the equipment list. Each should be listed out separately if prices vary. Please include any trip charges and minimum charges that may apply to service calls.

The library does request to see the resume and qualifications of the chiller technician(s) that would potentially be working on our equipment, and preference may be given to companies who chiller techs have been to some sort of Daikin certified training. If some work needs to be completed by 3rd party companies and pricing can be provided, please include that as well as the names of each company.

RICHLAND LIBRARY MAIN HVAC EQUIPMENT LIST

Equipment Type	# of Units	Floor Location	Notes
Daikin Chiller	2	Third	Daikin, Mag Bearing
Daikin Air Handler	2	Third	Atrium Heat/Cool, Constant Velocity
Daikin Air Handler	8	All	VAV Box Supply, VSD
Cooling Tower	1	Third	Evapco
In-Line Fans	1	First	Café Exhaust
In-Line Fans	2	Second	Meeting Room Exhaust
In-Line Fans	3	Third	Emergency Stairwell Pressurization
In-Line Fans	2	Third	Restroom Exhaust
Cold Water Pumps	2	Third	Chiller Water Return
Cold Water Pumps	2	Third	Chilled Water Supply, VSD
Cold Water Pumps	2	Third	Condenser Water
Hot Water Pumps	2	Third	Hot Water Supply
Boilers	2	Third	
VSD (Air Handler)	8	All	Allen Bradley
VSD (Cooling Tower Fan)	1	Third	Allen Bradley
VSD (pumps 5,6,7,8)	4	Third	Allen Bradley
Sump Pump	1	Garden Emergency Exit (SE Corner)	
Actuators		All	
Air Compressor	1	Third	Damper Actuation
25 HP Fans	2	Third	Emergency Smoke Evac. Fans
Atrium Wall Fans	12	Roof Access Atrium	
VAV Boxes		All	
Hot Water Unit Heater	1	Third	Mechanical Room Space Heat
HP Water Heaters	3	Garden, First, Third	
Roof Exhaust Vents		Roof	
Roof Intake Vents	2	Roof	

This equipment list also includes all grills, registers, diffusers, fin tubes, hot and chilled water piping and its insulation, ductwork and its insulation, smoke and fire dampers, and electric reheat coils. This list is intended to encompass all components of the HVAC system, **excluding controls and water treatment.**