



CITY OF HANAHAN
Request for Proposal

Solicitation Number: _____
Solicitation Date: _____
Proposal Submission Deadline: _____ - _____
Proposed Award Date: _____

City of Hanahan
Procurement
1255 Yeamans Hall Road
Hanahan, South Carolina 29410
(843) 576-5254



FY 21-22
CITY OF HANAHAN
Invitation to Bid

**MAINTENANCE OF HEATING/VENTILATING AND AIR
CONDITIONING SYSTEMS**

Solicitation #COH-070721
Submissions due by 2 p.m., August 12, 2021.

**CITY OF HANAHAN REQUEST FOR PROPOSALS
HVAC MAINTENANCE -**

THE CITY OF HANAHAN hereinafter referred to as the **(COH)**, is accepting **PROPOSALS** for **HVAC MAINTENANCE for FY21-22** with the option for two (2) additional one-year renewal terms. Scope of work will begin with one (1) eight (8) hour day per month for normal change out of filters and; any repairs/work or needed upgrades that may be required during the Contract year for HVAC, as well as installation of any additional units or replacement of older units that may fail during Contract year - Quotes are required for additional services.

All bids shall be *hand delivered* or mailed via *U.S. Mail* or *UPS/FedEx*. Bids must be submitted with two (2) originals and one copy addressed to:

City of Hanahan - HVAC - COH#-070721
Purchasing Department
Attn: Kitty Farias
1255 Yeamans Hall Road
Hanahan, SC 29410

Bidders are encouraged to set up visits to view city sites prior to proposal due date. Interviews may be held by the COH after proposals are submitted and reviewed. Please contact Kitty Farias: (843)-576-5254 for appt. times.

OWNERS RIGHTS: The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals submitted shall become the property of the COH. This solicitation does not commit the COH to award a Contract, to pay any cost incurred in the preparation of proposals or to procure or Contract for goods or services.

The COH reserves the right to interview all or any of the responding firms to this RFP. All proposals must provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions outlined in the solicitation. **Bidders may request access to sites by appointment prior to submission of proposals.** To set up an appointment, please contact Kitty Farias, Procurement Office – (843) 576-5254.

Upon award of Contract, the COH will supervise and authorize payments and acceptance of the Contract.

DEADLINE TO SUBMIT: PROPOSALS must be received by
Thursday, August 12, 2021 at 2 p.m.



**City of Hanahan
PURCHASING**
PRICE PROPOSAL SUBMITTAL FORM

Solicitation
Number
COH#-070721

**HVAC MAINTENANCE FOR ALL CITY OF
HANAHAN BUILDING SITES**
Kitty Farias
Purchasing Agent
1255 Yeamans Hall Road
Hanahan, SC 29410
kfarias@cityofhanahan.com

AWARD &
AMENDMENTS

*******INSTRUCTIONS*******
SUBMIT: Two (2) originals. Please use this page (page 3) as your SUBMITTAL FORM; this form must be signed. Required verification sources from Page 8, 9 and Exhibit B must be included within your proposal. Please show Contract solicitation number on envelopes. List of solicitations and award can be requested by email to kfarias@cityofhanahan.com.

NAME OF BIDDER (Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

Person signing must be authorized to submit binding offer to enter Contract on behalf of Bidder named above. My signature indicates my agreement to be bound to the terms and conditions contained herein.

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)

DATE

BIDDER'S ADDRESS

CITY/STATE

ZIP CODE

PHONE

FAX

E-MAIL

I hereby certify that my below price includes cost for permits, fees, personnel, supervision, labor, materials and equipment required for HVAC MAINTENANCE FOR ALL OF THE CITY OF HANAHAN in accordance with all terms, conditions and specifications contained herein.

PROPOSED MONTHLY [One (1) - day per month - One (1) year Contract (w/ approved renewal) – [for all COH BLDGS]:
COST: \$ _____

My signature indicates that this offer may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following the bid date.
Signature of Bidder/Vendor:

ACCEPTED BY: _____
Kitty Farias
Purchasing Agent, City of Hanahan

DATE

OFFEROR'S TYPE OF ENTITY: (Check one)
 Sole Proprietorship Partnership Corporation ___ State of Inc.
 Government entity (federal, state, or local) Other
 DBE/MBE SC RESIDENT VENDOR
 CERTIFICATE OF INSURANCE ENCLOSED

TAXPAYER ID _____ DUNS Location _____

ACKNOWLEDGEMENT OF ADDENDUMS:
 ADDENDUM #1 ADDENDUM #2

Please attach the following information along with Section II, III and Exhibit B:

1. Provide to COH - Example list of change out quotes and approach for various types of Unit types and any improvement suggestions	0-25 points
2. Immediate availability to do work	0-20 points
3. References	0-25 points
4. Price Proposal for monthly change out of filters and monitor of unit(s)	0-30 points
TOTAL POSSIBLE POINTS	100 points

SECTION I

The purpose of this **REQUEST FOR PROPOSAL** is to seek a qualified Vendor for **HVAC MAINTENANCE FOR ALL CITY OF HANAHAN BUILDING SITES**.

A. SCOPE OF WORK: (See EXHIBIT A)

B. STATEMENT OF QUALIFICATIONS: (See EXHIBIT B)

This document will serve as the Contract, by signing Page three (3) of this document, Bidder's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the City, Bidder to be true and correct. Bidder certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment or service, and is in all respects, fair and without collusion or fraud. Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Bidder affirms that *by submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*

****ADDENDUMS:** All Addendums to and interpretations of this solicitation shall be in writing from the Purchasing Agent with the COH. Any errors or omissions requiring correction shall be brought to the Purchasing Agent's attention immediately. The Purchasing Agent shall not be legally bound by any Addendum or interpretation that is not in writing. Any withdrawal request must be received by the due date and time, as specified in the document. It is the Bidder's sole responsibility to ensure that these documents are received by the Purchasing Agent (or office) any time prior to the advertised deadline. COH assumes no responsibility for any claim that information is not complete or fairly disseminated.

CERTIFICATE OF INSURANCE: A copy of your 'Certificate of Insurance' **must** be submitted with your Proposal. For any CONTRACTOR visiting on-site in the COH, providing consulting, evaluation or other services, for the protection of the COH, CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of **WORKER'S COMPENSATION INSURANCE** with such limits as may be required by law, and a policy or policies of **GENERAL LIABILITY INSURANCE** with limits sufficient to cover any loss or potential loss resulting from this Contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of their respective officers, directors, employees or agents and a policy or policies of **AUTOMOBILE LIABILITY INSURANCE** with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its Contractors or their respective officers, directors, employees or agents while operating their vehicle(s) on the COH property.

COMPETITION: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Purchasing Agent in writing so as to be received five (5) days prior to opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the COH Purchasing Office, 1255 Yeamans Hall Road, Hanahan, SC 29410.

CORRECTION OF ERRORS ON RESPONSE FORM(S): **All prices and notations should be printed in **blue** ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal/bid. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal/bid shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the Contractor, the COH reserves the right to purchase any or all services in default in the **open market**. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied.

- a) **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- b) **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the COH shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to the COH for damages sustained by virtue of any breach by Contractor.
- c) **Termination--Funding.** Should funding for this contract be discontinued, the COH shall have the right to terminate the contract immediately upon written notice to Contractor.
- d) **Termination--Notice.** the COH may terminate this contract at any time upon written notice to Contractor.
- e) **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The laws of South Carolina shall govern this Agreement.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this Contract, including option terms, if any. This clause does not prohibit contractor from offering lower pricing after award.

INDEMNIFICATION: Any term or condition is void to the extent it requires the City to indemnify anyone.

MAINTENANCE AND RESTORATION: It shall be the Contractor's responsibility to keep the site neat and clean for duration of Contract. All waste materials and unnecessary construction equipment shall be removed from the site. Contractor shall be responsible for repair of damage to public and other private lands resulting from any work performed under the Contract.

NON-APPROPRIATIONS: Any contract entered into by COH or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to **Cancellation** without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

CONTRACT MANAGEMENT: Contractor shall be responsible for coordinating all work with the COH Purchasing Agent or Authorized Management, including (but not limited to); pay requests, change orders or anticipated delays, progress updates. Katherine Farias (kfarias@cityofhanahan.com) / Randy Moneymaker (rmoneymaker@cityofhanahan.com)

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The COH requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the City will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (SC article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PUBLICITY: Contractor shall not publish any comments or quotes by the COH employees or include the City in either news releases or a published list of customers, **without the prior written approval** of the City Administrator.

REJECTION/CANCELLATION: The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the City to do so. **The City of Hanahan will be sole judge as to whether offers submitted meet all requirements contained in this solicitation.** The COH will not be responsible for any cost incurred in the preparation of proposals. The COH reserves the right to negotiate final price subsequent to the submission of qualified proposals. All statements shall become the property of the COH upon submission by Bidder.

RESTORATION OF PROPERTIES & EXISTING CONDITIONS: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this Contract. The Contractor shall exercise every precaution to avoid damage to property and shall take all necessary precautions to prevent damage and/or take necessary action in the event of damage during HVAC/Contract work. It shall be the Contractor's responsibility to keep the site neat and clean during the duration of the Contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees. The Contract will be authorized for payment upon

satisfactory inspection by the Contract Manager. Any claims for additional work, beyond the given scope will be ineligible for payment unless prior approval is given by the COH.

RESTRICTIONS APPLICABLE TO BIDDERS: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

TERMINATION: Subject to the conditions below, the Contract may be terminated for any reason by the Procurement Office providing a 30-day advance notice in writing is given to the contractor.

****For Convenience*** - In the event that this Contract is terminated or canceled upon request and for the convenience of the COH without the required thirty (30) day's advance written notice, then the COH may negotiate reasonable termination costs, if applicable.

****For Cause*** - Termination by the COH for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default clause in this solicitation shall apply.

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SECTION II
SPECIAL TERMS & CONDITIONS
Contractor Qualifications

1. All proposals must include key personnel who will be assigned to this Contract.
2. All Bidders shall be licensed and certified to deliver within the applicable Contract jurisdiction(s).
3. List all pertinent certifications and qualifications that may be related to this Contract.
4. Contract Approach – Description of pertinent aspect of approach to this Contract that may provide positive differentiation from other submitted proposals.
5. Provide references for similar Contracts which are ongoing or have been completed within the last five (5) years.
6. Provide (2) Originals of your submission/offer.
7. Attach cover letter, executed Price Proposal, Section III and Exhibit B with your bid proposal.

A. AWARD CRITERIA: The City intends to select and retain a contractor whose response to this “Request for Proposal” best demonstrates ability to perform and comply with requirements herein. Requirements are not intended to be restrictive but indicate minimum requirements necessary. Your proposal shall include adequate proof of ability to provide the services requested and demonstrate qualifications, competence and strategic plan for quality monthly maintenance and retrofitting/upgrading any Units if/when requested by the City. The COH will determine if minor deviations are acceptable. All work will be performed in accordance with applicable local, state and federal requirements. Unless stated otherwise herein, the basic and governing language of the Contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and page 3 signed. The highest ranked proposals may warrant an oral presentation. The City reserves the right to interview all or any of the responding firms to this RFP. The City anticipates that it will award contract(s) in a timely manner. All respondents shall be notified in writing of the final selection. **Proposals will be ranked using the following criteria:**

<ul style="list-style-type: none"> • Provide to COH - Example list of change out quotes and approach for various types of unit types and any improvement suggestions 	0-25 points
<ul style="list-style-type: none"> • Immediate availability to do work. 	0-20 points
<ul style="list-style-type: none"> • References 	0-25 points
<ul style="list-style-type: none"> • Price Proposal for yearly monthly change out of filters and monitor 	0-30 points
TOTAL POSSIBLE POINTS	100 points

The COH reserves the right to accept or reject any, all or any part of offers received as a result of this request, **to waive any informalities or to cancel in part or in its entirety this request**, if it is in the best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals shall become the property of the COH. This solicitation does not commit the COH to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods and services.

**** The COH reserves the right to request quotes from non-contracted sources for repairs/replacements for cost comparisons in addition to the quotes from the vendor under the maintenance contract with the City. The Vendor under contract will be allowed to match any quotes for repairs submitted from outside vendors. ****

SECTION III
REQUIRED VERIFICATION SOURCES

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification) **(Sub-classification)** **(Limitations)**

REFERENCES: Please provide references who can verify similar work.		
COMPANY:	CONTACT NAME:	PROJECT:
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		
COMPANY:	CONTACT NAME:	PROJECT:
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		

EXHIBIT A

(SCOPE OF WORK)

The City of Hanahan will accept bids from interested and qualified South Carolina licensed contractors for normal and on-call HVAC and Mechanical maintenance services, including emergency work and repairs when approved and appropriate.

The successful HVAC and/or Mechanical Contractor(s) shall provide all materials, equipment and labor for HVAC and Mechanical services and repairs *when required* in various City of Hanahan locations. w

The equipment to be maintained is of various types of manufacturers and mfg date(s). This service would be under an annual contract and would have the option for two (2) additional one-year renewal terms. Renewal will depend on several factors including price and previous work.

This specification is to implement a contractor developed system that performs **all Periodic Inspections and Maintenance of heating, ventilation and air conditioning systems (HVAC) and Minor Work/repairs for designated facilities that are part of the City of Hanahan. The goal is to develop and foster a "protective maintenance" approach for these facilities and not to have a "breakdown maintenance" process for city equipment.**

Pricing provided shall include regular, overtime and holiday labor rates and the percentage mark-up on materials / supplies for such work. The vendor shall address the ability to work "After Hours" and to designate which days are considered holidays and define a guaranteed response time.

The following to be included in the Scope of Work:

- A. Shall maintain and service all equipment described herein using Journeyman or equivalent technical level personnel.
- B. Shall notify the COH and or Authorized Personnel anytime the successful bidder or representatives come on site. **Shall not subcontract** any of the work to any other company:

Must have a minimum of two certified Technicians. One is required to have at least 10 years of refrigeration, and/or mechanical, and control experience. This is to ensure that the City always has access to at least one of the certified technicians. Both technicians must have overall knowledge of all of the City's equipment. Both technicians shall be qualified to work on electrical systems.

- C. Must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30-minute returned phone call response time, when required.

- D. Maintenance work or repairs shall be performed during the regular hours of 8:00 A.M. through 5:00 PM, Monday through Friday, unless specified by the City of Hanahan or authorized representative.
- a. Service inspections shall be posted for each piece of equipment in each Maintenance Room or Closet.
 - b. A record log of maintenance performed for City shall be maintained by service personnel. This record shall contain only City sites and be made available for review upon request to the City of Hanahan or authorized representative and shall be provided to the City upon request.
 - c. **All filters** must meet the appropriate rating unless specified differently by the COH or authorized representative.
 - d. Successful Bidder shall maintain all equipment in accordance with the manufacturer's recommendation unless specified by the COH or authorized representative.
 - e. Must obtain prior authorization for repairs or other work *outside the scope of preventive maintenance work (monthly check/filter change)*. A quote must be obtained for any work performed outside of the successful bidder's normal maintenance scope of work. Phone call authorization requires a quote over the phone and a written confirmation after the work has been completed.

Service Specifications and Frequencies

- A. Maintenance frequency is equipment dependent; however, monthly change out of filter(s) will shall be provided on a timely basis.
- B. The successful bidder will meet with the city representative to set specific dates and times for the scheduled maintenance on a monthly basis or as needed.
- C. In the case of any needed repairs or upgrades, the successful bidder shall follow manufacturers recommendation unless specified by the COH or authorized representative.
The City reserves the right to request quotes from outside sources for review and comparison. The City HVAC maintenance contractor will be given the opportunity to match quotes from outside sources that are lower than the contractor's original quote for repairs or upgrades.

EXHIBIT B

(STATEMENT OF BIDDER'S QUALIFICATIONS)

If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information desired.

- a. Name of bidder _____
- b. Permanent main office address _____
- c. When organized _____
- d. How many years have you been engaged in the contracting business under your present firm or trade name? _____
- e. List any current maintenance contracts with others on separate sheet and attach to bid. Include name of company/individual, address, contact name and phone number. _____
- f. General character of work performed by your company _____
- g. Have you ever failed to complete any work awarded to you _____?
- h. Have you ever defaulted on a contract _____?
- i. List your major equipment available for this contract _____
- j. Give Bank reference _____
- k. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

Dated this _____ day of _____ 2021.

By: _____

Title: _____