

# HOUSTON COUNTY LIBRARY SYSTEM

## REQUEST FOR PROPOSAL

### REPLACEMENT OF DUCTLESS MINI-SPLIT HEAT PUMP

CENTERVILLE BRANCH

206 GUNN ROAD

CENTERVILLE GA 31028

**For all questions about this RFP contact via email:**

J. Sara Paulk, Director

EMAIL – [jspaulk@houpl.org](mailto:jspaulk@houpl.org)

**Released On:**

30 January 2019

**Due On:**

28 February 2019, 5:00 PM. Local Time.

## **1. Introduction.**

The Houston County Public Library System (HCPL) is seeking proposals for replacing the existing Mitsubishi P-Series Ductless Mini-Split Air Conditioning System at the Centerville Branch Library, 206 Gunn Road, Centerville GA 31028

## **2. Scope of Work.**

- a. The current conditioning unit is a Mitsubishi P-Series, ~~18,000~~ 12,000 BTU, Ductless Mini-Split Air Conditioning System.
- b. Replacement model conditioning unit shall be a Carrier brand Single Zone, Ductless Mini-Split Heat Pump or Air Conditioning System.

Minimum requirements for the new unit are as follows:

- a. ~~18,000~~ 12,000 BTU
- b. Rated at 22.5 SEER or better

Installation should be a complete turn-key operation including all necessary parts and labor.

Other requirements are:

- a. ~~The unit must connect to current HVAC control system.~~
- b. The unit must use existing coolant and suction lines.
- c. Contractor shall ensure that the unit is compatible with current circuit breaker. If a larger breaker is required, the associated cost should be included in the proposal.
- d. The unit must use R410A coolant.

## **3. Insurance.**

Contractor is responsible for obtaining necessary insurances, licenses and permits.

- A. The Firm will maintain or carry Commercial General Liability Insurance coverage in an amount not less than \$1,000,000 over the primary insurance.
- B. The Firm will maintain Worker's Compensation Insurance for all of its employees connected to this agreement. Such insurance shall comply with all applicable state laws and shall be in an amount determined by the Georgia Workers Compensation Statutory Limits.
- C. The Firm shall provide HCPL a Certificate of Insurance showing proof of insurance. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.
- D. The Firm and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment, or employee benefits offered to its employees.
- E. All said insurance shall contain a provision that coverage afforded under the policies will not be cancelled unless and until thirty (30) days prior written notice has been given to HCPL.

#### 4. Onsite Inspection.

Contractors are required to inspect the current location and configuration of the existing unit. Please contact Dixie Henning at 478-918-6133 or via email @ dhenning@houpl.org to schedule an onsite visit. Proposals will not be accepted from contractors who do not visit the site.

#### 5. Minimum Qualifications.

- Firms must have a minimum of 5 years of experience in providing related services.
- Firms must provide at least 3 references.
- Firms must have no conflict of interest issues while under contract to HCPL for these services.
- Firms must be licensed HVAC contractors and must have a license to do business issued from the State of Georgia.

#### 6. Guidelines for RFP Evaluation.

HCPL will be evaluating and weighing the following criteria when considering the various proposals. These standards are listed in descending order of importance.

<b>Evaluation Criteria</b>	<b>Weight</b>
Cost effectiveness of service	50%
Experience and capabilities of contractor	25%
Clear, complete and accurate responses to RFP requirements	15%
Satisfactory responses to issues and requirements as determined by HCPL	10%
<b>Total</b>	<b>100%</b>

HCPL Board will be the final arbiter for determining firm compliance with these principles.

#### 7. Submittal Information.

Submittal of proposals must be received no later than 5:00 PM on 28 February 2019.

Sealed submittals can be mailed to:

J. Sara Paulk, Director  
1201 Washington Street  
Perry GA 31069

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the firm for forty-five (45) calendar days following the specified opening date. Any offer for which the vendor specifies a shorter acceptance period will be rejected.

Proposed Cost: A proposed fee structure for the work to be performed including costs from all anticipated subcontractors (if any).

Warranty & Specifications: Bidder should submit a copy of any warranties indicating duration of said warranty and manufacturer instructions.

### **8. Deadline Enforced.**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED. IT IS THE POTENTIAL FIRM'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO FIRMS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. TELEPHONE OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

### **9. General Procurement.**

Firms are cautioned that any statements made by HCPL staff or advisors that materially change any portion of this document are NOT binding on HCPL, and shall not be relied upon unless subsequently ratified by written amendment. All changes shall be in the form of a written amendment. Oral information obtained otherwise will NOT be considered in awarding a contract.

Your proposal or bid is a public document under the Georgia Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal or bid.

HCPL accepts no responsibility for any expenses incurred by the Firm in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the firm.

HCPL reserves the right to reject any or all offers; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the offers submitted; and to award the contract according to the offer which best serves the interest of HCPL, or to not award the contract if HCPL determines that it is not in its best interest to do so.

All submittals shall become the property of HCPL, and shall not be returned to the vendor, provided that all proprietary information and/or processes of the vendor contained therein, if any, shall remain the property of the vendor.

All information qualifying as proprietary under the Georgia Freedom of Information Act, and designated as such, shall be considered confidential and such information shall not be subject to review by outside individuals or organizations, except as may be compelled by judicial process and in accordance with applicable laws, regulations and City policies. All proprietary information must be clearly marked as "Proprietary".

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror/Proposer shall immediately notify HCPL of such error in writing and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The words "Bidder", "Firm", "Supplier", "Offeror", "Contractor", "Proposer", "Respondent" and "Firm" are used interchangeably throughout this proposal, and are used in place of the person, firm, or corporation submitting a proposal on the scope of services or any part thereof.

#### **10. Award of Contract.**

HCPL reserves the right to reject any or all proposals, to waive any informality in any proposal, to act as sole judge of the merit of each response submitted, to select a firm based on the criteria stated.

Proposals will be reviewed and a selection made during the HCPL Board Meeting on Thursday, March 14<sup>th</sup>, 2019. The Board meeting will start at 6pm and will be held at the Nola Brantley Memorial Library, 721 Watson Blvd. Warner Robins GA 31093.

#### **11. Requirements.**

The successful firm shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel. The successful firm must obtain all business license(s) required by Centerville City codes and ordinances. A business License is required to submit a bid or proposal.

#### **12. Requirement for Criminal Background Checks.**

The contractor awarded this RFP shall be fully responsible for the provision and support of goods and services required hereunder. Any subcontractors shall be approved in writing and in advance by HCPL; all contractors and sub-contractors shall adhere to the resulting original RFP and the terms of any resulting Agreement(s). Contractors and any subcontractors and all visitors related to such contract shall conduct themselves in a professional and courteous manner at all times, as well as any other customers, contractors or individuals with whom the contractor comes in contact as a result of this contract or in the course of providing goods or services hereunder while working or visiting the library.

A. If HCPL, in its sole discretion, reasonably believes that an employee, agent or subcontractor of the Contractor assigned to provide goods or services to HCPL pursuant to this Agreement has engaged in conduct inconsistent with the requirements herein, HCPL may so notify the Contractor and the Contractor shall promptly reassign said employee, agent or subcontractor so that they will no longer provide goods or services pursuant to this Agreement.

B. The Contractor shall warrant that they will only assign employees who have passed a criminal background check to perform work under this contract. The background checks shall demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

C. The Contractor warrants they are supplying employees who have passed a background check(s). Contractor agrees to defend, indemnify and hold harmless HCPL, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.

### **13. Exemption from Georgia Sales Taxes.**

The HCPL is exempt from Georgia State Sales Tax. Net prices as shown in the proposal shall exclude said State tax amounts. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax exempt status of the HCPL. Following a contract award, an exemption certificate will be furnished by HCPL.

### **14. E-Verify Compliance.**

The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contracts (contracts with a government agency) for the physical performance of services over \$2,499.99 in value to enroll in E-Verify, regardless of the number of employees. A contractor or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has no employees and does not hire nor intend to hire employees for the purpose of completing any part of the public contract.

For a public contract, contractors must sign the Contractor E-Verify Affidavit, all subcontractors must sign the Subcontractor E-Verify Affidavit and all Sub-subcontractors must sign the Sub-Subcontractor Affidavit. The government agency is required to ensure that the Contractor E-Verify Affidavit is part of the contract; however, the contractor is responsible for all subcontractor affidavits and the subcontractors are responsible for the sub-subcontractors affidavits.

For contractor's not familiar with Georgia's E-Verify laws, more information can be found at <https://www.verify9.com/state-laws/georgia-e-verify/>

### **15. Questions.**

All questions pertaining to this RFP must be submitted in writing by email to J. Sara Paulk, Director @ [jspaulk@houpl.org](mailto:jspaulk@houpl.org).

**All questions must be submitted no later than 5:00PM on 14 February 2019** and will be answered in the form of an FAQ which will be posted to [http://houpl.org/?page\\_id=2070](http://houpl.org/?page_id=2070) no later than **5:00PM on 21 February 2019**.

Bidders are responsible for information, changes, additions, etc., posted on the FAQ on the library website at [http://houpl.org/?page\\_id=2070](http://houpl.org/?page_id=2070). These answers shall then be considered a part of the specifications. No questions will be address via telephone.

## **16. Addenda and Clarifications.**

HCPL, at its sole discretion, elect to issue changes to the FRP and will issue changes in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the RFP.

Addenda, if issued, will be posted on to HCPL's website at [http://houpl.org/?page\\_id=2070](http://houpl.org/?page_id=2070) prior to the date and time of the Bid Opening.

It is the Bidder's responsibility to ensure receipt of any addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligations under its Bid as submitted. All addenda shall become part of the Contract documents.

## **17. Protection by Bidder.**

All bidders agree to indemnify and hold harmless the HCPL and their representatives from all suits or actions of every nature and description brought against them or any of them, on account of the use of patented or copyrighted appliances, materials, products or processes, and from all legal expenses and costs of suits regarding the same.

Bidders shall obey all Federal, State, County, and City laws or ordinances in any way pertaining to the work, and shall obtain all permits that may be necessary for its performance if required.

(a) That in the hiring of employees for the performance of such contract, no bidder, sub-contractor, nor any person acting on behalf of such bidder or sub-contractor shall by reason of race, creed or color discriminate against any citizen of the United States who is qualified and able to perform the work to which the employment relates; (b) Nor shall they in any manner discriminate against or intimidate any employees hired for the performance of the work on account of race, creed or color. House Bill 87, Section 3, E-verify Form.

All bidders shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the HCPL.

## **18. Payment.**

Payment will be made by HCPL on the terms of thirty (30) days net.

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**HCPL Pre-Installation Onsite Visit**

**Project Name:** Replacement of Mini-Split Heat Pump  
**Project Location (City, State):** Centerville Branch Library  
Centerville GA 31028

**Attendance Record**

<u>Name and Title</u>	<u>Organization</u>	<u>Email Address</u>	<u>Date/Time of Visit</u>	<u>Phone #</u>

I certify that parties listed above did complete an onsite visit.

Dixie L. Henning  
Head of Technology Services  
HCPL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date