

Newberry County, SC

Request for Proposals

October 25, 2011

Proposal Title: Chiller Maintenance for Courthouse and Opera House

Proposal Number: 2011-29

Closing Date and Time: November 8, 2011 @ 3:00 p.m.

Description of Project: Newberry is seeking proposals from qualified firms to provide maintenance on three Carrier chiller units at the Newberry County Courthouse (1) and Newberry Opera House (2). Cost proposals shall be separate for each facility. The Courthouse chiller is a 100 ton unit; the two units at the Opera House are each 70 ton each.

Scope of Work:

The following shall be performed for each at the recommended schedule:

Routine:

- Check condenser coils for debris, clean as necessary with Carrier approved coil cleaner
- Periodic clean water rinse

Every Month:

- Check moisture indicating sight glass for possible refrigerant loss and presence of moisture

Every 3 Months:

- Check refrigerant charge
- Check all refrigerant joints and valves for refrigerant leaks, repair as necessary
- Check chilled water flow switch, operation
- Check condenser coils for debris, clean as necessary with Carrier approved coil cleaner
- Check sight glass moisture indicator for moisture
- Check all condenser fans for proper operation
- Check compressor oil level
- Check crankcase heater operation
- Inspect pump seal, if equipped with a hydronic pump package

Every 12 Months

- Check all electrical connections, tighten as necessary
- Inspect all contactors and relays, replace as necessary
- Check accuracy of thermistors, replace if greater than $\pm 2^{\circ}$ F (1.2° C) variance from calibrated thermometer
- Check accuracy of transducers, replace if greater than ± 5 psi (34.47 kPa) variance
- Check to be sure that the proper concentration of antifreeze is present in the chilled water loop
- Verify that the chilled water loop is properly treated
- Check refrigerant filter driers for excessive pressure drop, replace as necessary
- Check chilled water strainers, clean as necessary
- Check cooler heater operation
- Check condition of condenser fan blades and that they are securely fastened to the motor shaft
- Perform service test to confirm operation of all components
- Check for excessive cooler approach (leaving chilled water temperature – saturated suction temperature) which may indicate fouling
- Clean cooler vessel as necessary

Inspection Reports

- Chosen firm shall provide the County a written inspection report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- Chosen firm shall provide the County any recommendations required to up-grade equipment and systems to maximize system performance and/or reduce total operating costs.
- Refrigerant Management Services: Provide documentation to track refrigerant usage for all applicable listed systems. The record will conform to all EPA requirements if an inspection occurs.

Evaluation Criteria

- Responsiveness to Request for Proposal (20 points)
- Experience with chiller maintenance, Proposer shall submit no less than five references with similar experience (40 points)
- Proximity to County of Newberry and Opera House (20 points)
- Cost (20 points)

Contract Term

The contract term for each facility shall be for an initial term of two (2) years, with an option to extend for one (1) additional year. The County will be engaged in the contract for the Courthouse and the City of Newberry or the Opera House Foundation will be engaged in the contract for the Opera House.

Name of Company: _____

Contact: _____

Address: _____

Phone Number: _____

Email Address: _____

Sealed submittals shall be delivered to:

Crystal Waldrop, CPPB
Purchasing Director

US Postal Service:

Post Office Box 156
Newberry County, SC 29108

Hand Delivered:

1309 College Street
Newberry SC 29108

The County will not accept faxed or emailed proposals. This is not a bid and cost will not be the only determining factor. The County will evaluate proposals based on Request for Proposal requirements and awarded to the most qualified proposer.

All inquiries shall be made to Crystal Waldrop at cwaldrop@newberrycounty.net or 803-321-2100.

Chosen vendor shall be required to provide the County with General Liability Insurance in the amount of not less than \$1,000,000.00 and Worker’s Compensation Insurance.

THIS PAGE SHALL BE RETURNED WITH THE PROPSAL SUBMITTAL

INSTRUCTIONS TO OFFERORS

1. One original and two copies of submittal are required unless otherwise specified.
2. Proposals, amendments thereto or withdrawal request must be received by the time advertised for proposal openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the proposal document.

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE OPENING OF PROPOSALS

3. When specifications or descriptive papers are submitted with the proposal, enter proposer's name thereon.
4. Submit your signed response on the proposer's schedule provided. Show solicitation number on envelope as instructed and the name or description of the project. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Proposers must clearly mark as "Confidential" each part of their submittal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. A copy of the proposer's W-9 shall be included in the submission.

GENERAL PROVISIONS

The County of Newberry reserves the right to reject any and all proposals, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.

1. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Proposers should govern themselves accordingly.
2. **PROPOSER'S QUALIFICATION:** Proposers must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the proposer's ability to provide the products or services requested herein. Any proposer determined to be irresponsible shall not be allowed to provide the County with a response for goods or services.
3. **PROPOSER RESPONSIBILITY:** Each proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a proposer to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.
4. **AWARD CRITERIA:** The contract shall be awarded to the most responsible and responsive proposer whose submittal meets the requirements and criteria set forth in the Request for Proposal.
5. **WAIVER:** The County reserves the right to waive any Instruction to Proposers, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
6. **COMPETITION:** This solicitation is intended to promote competition. If any 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 vendor to notify the Purchasing Director. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
7. **REJECTION:** Ambiguous proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the proposer, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent proposal of the defaulting proposer will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this solicitation 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.
3. **HOLD HARMLESS AND INSURANCE:** The successful proposer shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful vendor's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. **In addition, the successful proposer will maintain a general liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured on the policy; the successful proposer shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law.** Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Proposer shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor or any sub contractors.
6. **PUBLIC RELEASE:** Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the prior written consent of the Purchasing Director.
10. **AFFIRMATIVE ACTION:** The successful proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.