Finance
Purchasing Division

305 Chestnut Street, 5th Floor

Post Office Box 1810

Wilmington, NC 28402-1810

910 341-7830

910 341-7842 fax

December 1, 2020

RE: Request for Proposal – HVAC Preventive Maintenance and Repair Services – Citywide
Wilmington NC
RFP NO. S6-1120.1

Dear Sir or Madame:

This Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for a multi-year contract for HVAC preventive maintenance and repair services of multiple locations for the City of Wilmington, North Carolina.

It is the City of Wilmington's intention to acquire the services of a qualified Organization to provide HVAC maintenance and repair services to multiple locations in the City of Wilmington NC.

Potential respondents should email jennifer.goley@wilmingtonnc.gov to acknowledge receipt of the RFP and to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the City website at www.wilmingtonnc.gov.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the Contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow. The successful Organization will be selected based on the qualification

and best value of services provided.

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Wilmington's MBE/DBE Policy, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project. A complete copy of the City's MBE/DBE policy is available at my office.

Questions concerning the proposed contract terms and conditions should be addressed to my office. I hope to receive your proposal for this work.

Sincerely,

Daryle L. Parker
Purchasing Manager

Enclosure

cc: Dave Mayes, Director of Public Services
Christine Sims, Buildings and Facilities Superintendent

REQUEST FOR PROPOSAL
PREVENTIVE MAINTENANCE AND
REPAIR SERVICES - CITYWIDE
RFP No.: S6-1120.1

INTRODUCTION

The City of Wilmington currently contracts for maintenance and repair of Heating, Ventilating and Air Conditioning Systems and Components in twenty-six (26) City buildings (see attachment A City Buildings and Equipment List) for a fixed monthly charge. The existing contract will expire and the City is seeking proposals to provide services at a fixed monthly rate for the next three (3) years, and may elect to extend the service contract for two (2) additional One Year terms by agreement of both parties in writing. The contract may be terminated by either party upon a 120-day certified letter notice for any reason.

REQUEST FOR PROPOSALS

The City of Wilmington is seeking a well-qualified firm to provide a comprehensive heating-ventilation-air conditioning HVAC maintenance and repair program for all City buildings. This contract will also include work as needed to other refrigeration equipment such as ice machines, walk-in coolers, etc.

The work will include the provision of a total maintenance/management program including, but not limited to the inspection, periodic/preventative maintenance, repairs, service calls and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for City employees and the public. Qualified bidders must have the ability and sufficient resources to provide repairs and servicing of all HVAC equipment preventive maintenance, respond to emergencies within 2 hours, finish repairs in a timely manner, troubleshoot, repair, and replace HVAC systems, and provide engineering and related services when needed.

Systems and components to be serviced include forced air heating units, VAV boxes, heat pumps, split systems, air handlers, boilers, chillers, circulation pumps, exhaust fans, control systems, variable frequency drives (VFDs), gas packs, gas furnace, cooling tower, water sourced heat pumps, variable refrigerant flow systems (VRFs), PTAC units, mini-splits, rooftop AC unit, air compressors, and other HVAC components.
Preferred additional services include: walk-in coolers, commercial ice machines, and pneumatic controls.

This is an invitation to submit HVAC preventive maintenance and repair services proposals. The City is open to proposals submitted by all individuals, businesses, organizations, and collaborations of varied parties.

INSURANCE REQUIREMENTS

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(c) BUSINESS AUTO LIABILITY

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) CONTRACTOR <u>waives all rights</u> against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(g) EVIDENCE OF INSURANCE

(1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to The City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and

limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this contract.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

SCOPE OF WORK– STANDARDS AND SPECIFICATIONS

The Contractor shall retain professional personnel who have successfully and competently provided commercial facility HVAC maintenance and repair services on projects of similar scope and complexity. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with minimal downtime (see attachment B for specific tasks). The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's preventative maintenance and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

SERVICES TO BE PROVIDED

It is the Proposer's responsibility to provide an appropriate level of on-site staffing, materials, tools, equipment and vehicles to address the scope of work necessary to support all building HVAC equipment during normal business hours 7:00 A.M.– 5:00 P.M. Monday through Friday: Recognized holidays excepted and for response after normal working hours. Proposer's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

Provide labor and material to perform preventative maintenance, service, and repair of all HVAC equipment. All filters, belts, annual testing and written report of the chilled water and semi-annual boiler, water treatment, grease, refrigerant, oil, touch-up, paint, and mechanical, electrical, miscellaneous parts and materials needed to maintain the equipment to service, repair, and maintain to the manufacturer's specifications will be included in this proposal. Also includes work as needed to other refrigeration equipment such as ice machines, walk-in coolers, etc.

Contractor shall repair or replace failed or worn moving parts (such as, but not limited to: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The City shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered as repairable or replaceable. If HVAC Equipment is not repairable, contractor will contact the City representative with an estimate to replace with an equivalent type.

Work not included in this proposal will be as follows:

Original system design and installation; utility company service problems.; Non-moving parts such as heat exchangers, boiler tubes, shells, condenser tubes, , gas, and water piping ; natural gas supply; air distribution duct work; air balance; thermal insulation; improper operation; negligence or misuse of equipment by persons occupying the space, the owner, the owner's representative, or vandals; alteration, additions, or repairs made by others', catastrophic acts of nature; equipment interiors and exteriors; plumbing; electrical service beyond the parts of the heating; cooling, and ventilation equipment; electrolysis; work required by governmental agencies or insurance agencies; removing, replacing, or altering any part of the building structure in the performance of this agreement. Individual ceiling mounted restroom ventilation fans are also excluded from this agreement.

HVAC MAINTENANCE STAFFING LEVELS

The Contractor shall:

- Provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair for all City buildings.
- Show evidence of presently serving at least three local commercial businesses that received similar scope of services.
- Use technicians sufficiently trained and under the direction of a licensed HVAC mechanic holding a NC license.
- Have in its employ at least 4 full-time journeymen-level mechanical personnel available to respond to City facilities. At least two of these should be Master Level service employees capable of repairing equipment including, but not limited to, water source heat pumps, boilers, chillers, pneumatic and electronic controls and work low and high voltage factors.
- Supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall display the Contractor logo and employee first or last name shall be clearly visible.
- Provide the ability to respond immediately (within two hours) to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of the request or assignment from a City Representative.

REPORTING & ACCOUNTING

The contractor will provide a standard proof of work documentation following completion of work. The document must include sufficient information to identify facility where the work was performed, equipment and/or components on which work was performed, purpose of the work,

date and time of the work, parts used, types of refrigerants, and the name /cert # of technician executing the work. This should be submitted within 48 hours of the work being performed.

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require a proposal with pricing to be submitted and approved by a City Representative prior to any repairs that exceed $500.00.

On each anniversary date, the City may consider Contractor requested price increases.

These increases may not exceed the previous average 12 month change in the North Carolina South Region Consumer Price Index (all items, not seasonally adjusted, for all urban consumers). In all cases the City may cancel the contract if a requested price increase is not acceptable.
Any requested price increase that exceeds the CPI must be accompanied by a detailed justification of the request. Request must be submitted to the Contract Manager by November 1st to be included in the budget process. The contractor is responsible to submit invoices at the end of each month identifying services performed, to which city buildings, and must contain the correct pricing. The City issues payment to the Contractor approximately 30 days after receipt of the invoice for the previous months work.

SECURITY BACKGROUND CHECK OF PERSONNEL

Contractor is required to provide security checks for all personnel assigned to work under this contract and will run security checks of all personnel assigned to work under this contract. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

EMERGENCY CALL OUT SERVICE

When necessary, the Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this specification. Emergency hours shall be Monday through Friday 5:00 p.m. to 7:00 a.m. and 24 hours each day on weekends and holidays. Contractor shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30-minutes to discuss issue and response plan. Failure to provide a two (2) hour service response, or 30-minute call back, will result in a $100.00 service penalty being applied to the monthly maintenance charge for each occurrence.

HEATING-VENTILATION-AIR CONDITIONING (HVACMAINTENANCE SPECIFIC SERVICES)

Contractor shall provide expeditious services to all City facilities covered under this agreement.

- Contractor shall perform quarterly walkthroughs of HVAC systems for preventative maintenance and filter changes.
- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City buildings.

- Contractor shall inspect all HVAC systems at least once each year, with seasonal start-up and run inspections performed and documented.
- Contractor shall review and, through monitoring and inspections, verify that the services described in Attachment B (Periodic Maintenance Service Schedule) are performed quarterly.
- Contractor will perform scheduled annual inspection and quarterly preventive maintenance in accordance with services described in Attachment B (Periodic Maintenance Service Schedule) as well as a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. The equipment included under these services is itemized in the City Building and Equipment List (Attachment A)
- HVAC Air Filter Changing Service
  - Quarterly Service -This service will maintain indoor air quality by providing and changing filters and minimizing dust and particles from collecting on ductwork. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. All filters are to be pleated high efficiency type – MERV 8 filters are required. All filters should be marked with the date when they are replaced.
- Air Cooled Condenser Coil Cleaning – Annual Service
  - This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.
- Evaporator Coil and Cleaning – Annual Service
  - Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the City Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

- Water Treatment Services –
  - Proposer will perform water treatment service and testing for both hot water and chilled water loops at City Hall, 305 Chestnut St, Fire Headquarters, and Police Headquarters. Semi- annual testing and written report of boiler system water to be sampled and tested by an independent qualified laboratory.

Annual testing and written report of chiller water to be sampled and tested by an independent qualified laboratory

RFP RESPONSE TIME

The RFP process shall adhere to the following schedule.

RFP Process	Date	Time
Advertise RFP	12/01/20	9:00 A.M.
Pre-submittal Meeting – Mandatory	12/16/20	8:30 A.M.
RFP Due Date	1/14/20	3:00 PM
RFP Analysis / Evaluation	1/18/21-2/2/21	TBD
City Council Award	2/16/21	

Note: All times shown as Eastern Standard Time (EST).

PRE-PROPOSAL QUESTIONS Questions concerning the specifications in this Request for Proposals should be directed to the Project Manager. Questions will be received until December 18, 2020, at 5:00 pm. An addendum summarizing all questions and answers will be posted to the City's website.

Project Manager for the City of Wilmington
Christine Sims
Buildings and Facilities Superintendent
The City of Wilmington
Email: christine.sims@wilmingtonnc.gov
Phone: 910-341-7853

PROPOSAL SUBMITTAL REQUIREMENTS

The following items are required to be present in your proposal:

1. Company profile (include all requirements of section PROPOSAL FORMAT)
2. Technical expertise including three (3) business references
3. Staffing summary for our locations - include qualifications of assigned technicians
4. Completed Pricing summary (ATTACHMENT C)
5. Completed Proposer's Certification
6. Completed Non-Collusion Affidavit
7. Completed new vendor paperwork, if not currently an approved vendor with the City of Wilmington. New Vendor packet should be requested via email to christine.sims@wilmingtonnc.gov

The City's evaluation process will primarily focus on responses as presented in these sections.

Proposers must submit one (1) signed original and five (5) copies of the " RFP – Preventive Maintenance and Repair Services -Citywide" proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked: "RFP NO. S6-1120.1 HVAC Preventative and Repair Services - Citywide." Hard copy versions must be received by the City on or before **January 14, 2021 at 3:00 p.m.**

Deliver Proposals to the Purchasing Manager at the following mailing / physical address:

City of Wilmington
Attention: Jennifer Goley, Buyer
For Daryle Parker, Purchasing Manager
305 Chestnut St. 5th Floor
Wilmington, NC 28401

Proposals received after the "RFP Due" deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package must be clearly marked. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the statement of qualification. Respondents must respond to the entire Request for Proposal. Any Proposals received by the City that are incomplete in their responses will be immediately disqualified. Please submit a complete proposal responding to all the required information requested. Incomplete proposals will be considered non-responsive and subject to rejection.

RIGHTS TO SUBMITTAL MATERIAL

All statements, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received and the entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold **"Confidential."**

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

PROPOSAL FORMAT

Proposals should be limited to 25 pages or less, inclusive of cover page. Please use 8 ½" x 11" sheets, single spaced, one sided with no less than 12 point font. The Responder's Certification, Non-Collusion Affidavit, and any section dividers and/or back cover do not count towards the 25 page limit.

A. Cover Letter/Letter of Intent

The cover letter shall be addressed to Mr. Daryle L. Parker, Purchasing Manager. It may be up to two pages (which do not count toward the 25-page maximum) and, at a minimum, must contain the following:

- Identification of organization, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Proposal Submittal:

Proposals should define the scope and scale of the project including residential uses, commercial uses, and public uses. Renderings of the complete project are preferred. The proposal must include the following:

- Detailed description of the project
- Verification of the proposing organizations' financial capacity to complete the project
- Total project budget

C. Financial Capacity:

Prospective proposers shall provide:

- Evidence of sufficient financial strength to successfully provide services and required materials for this project
- Any information that a proposer deems to be confidential and not a public record within NCGS § 132 et al must be clearly identified and marked as "CONFIDENTIAL."

D. Pre-Proposal Meeting

The City invites all interested parties planning to submit a proposal to the pre-proposal meeting. This meeting is mandatory for vendors who wish to submit a proposal and will be held at the at the First Floor, Annex Training Room, 305 Chestnut Street, Wilmington, NC 28401 on Wednesday, December 16, 2021 at 8:30 a.m.

EVALUATION CRITERIA

This is not a bid. There will not be a public bid opening. The City will consider the following factors in selecting a maintenance and service provider for this proposal:

CRITERIA	WEIGHTS
Completeness and clarity of the proposal.	15%
Your firm's overall experience in the field of heating, ventilation, and air conditioning units and refrigeration equipment	40%
Responses from references	15%
Price of proposed services	30%
Criteria Total	100%

The evaluation process will be directed primarily at those capabilities clearly shown in the written proposal submitted. However, the City may request any or all firms submitting proposals to make oral presentations to provide additional information. The City shall be the sole judge of all proposals, particularly, which one best qualifies for acceptance. The City reserves the right to accept other than the lowest-priced proposal and to negotiate with respondents if it appears to be in the best interest of the City to do so. The City reserves the right to reject any and all proposals. The rejection of any or all proposals shall not render the City liable for costs or damages. The proposal must be signed by an officer or agent who has the authority to legally bind the Contractor

FINAL SELECTION

A team, comprised of City staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluation period, the City of Wilmington reserves the right to interview the top selected firms or all the responding firms. The City's final selection will be the firm which, in the City's opinion, provides the best overall proposal in the City's best interest for the property. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City of Wilmington.

ATTACHMENT A

CITY BUILDINGS AND EQUIPMENT LIST

	BUILDING AND LOCATION	EQUIPMENT
1	Municipal Building - 305 Chestnut Street	4 split system HP, 3 RTUs HP, 1 boiler, 1 cooling tower, 22 AHUs
2	Legion Stadium -2149 Carolina Beach Rd	8 mini-splits, 5 split system HP, 14 room heaters
3	Stormwater Svcs - 245 Operations Center Dr	3 split system HP, 1 ERU
4	Stormwater Admin- 209 Coleman Dr	5 split system HP, 1 ERU
5	Streets Services- 265 Operations Center Dr	2 mini-splits, 1 RTU, 4 split system HP
6	IT Data Center - 315 Chestnut St	1 mini-split, 1 split system HP
7	MLK Recreation Center - 410 S 8th Street	2 RTUs
8	Hannah Block USO - 102 S 2nd Street	12 AHU, 2 gas pack RTUs, 2 Air cooled condensers
9	Fire Station #2 - 3403 Park Avenue	5 split system HP, 2 bay heaters
10	Fire Station #5 - 680 Shipyard Blvd	23 Ductless AHU, 2 RTU HP, 2 gas fire unit heaters
11	Fire Station #8 - 607 Eastwood Rd	4 split system HP, 2 bay heaters
12	Fire Station #10 - 6102 Oleander Dr	4 split system HP, 2 bay heaters
13	Police & Fire Training Ctr - 3100 Hurst Street	3 RTUs, 25 VAV, 9 Exhaust fans
14	City Hall/Thalian Hall- 102 N 3rd Street	1 chiller, 1 boiler, 1 air compressor/dryer, 27 AHUs/fan coils, 2 CHW pumps, I HW pump
15	Recycling & Trash Svcs -235 Operations Center Dr	2 split system HP, 1 mini-split HP, 1 ERU

16	Engineering Svc- 212 Operations Center Dr	2 mini-splits, 4 split system HP
17	Traffic Engineering Svcs-206 Operations Center Dr	2 split system HP, 1 RTU, 1 ERU
18	Information Technology – 414 Chestnut St 2nd floor	4 split system HP, 1 mini-split
19	Maides Park – 1101 Manley Ave	3 RTUs
20	Hemenway Common Ctr – 507 McRae Street	2 RTUs
21	Fire Headquarters – 801 Market Street	13 AHUs, 1 boiler, 1 chiller, 1 air compressor, 1 air dryer, 8 bay heaters
22	Fire Station #3 – 114 Cinema Drive	9 ductless wall mounts, 22 cassette, 3 condensing units, 1 exhaust fan
23	Fire Station #7 – 3230 S. College Road	3 split system HP, 2 bay heaters
24	Fire Station #9 – 1201 Military Cutoff Road	4 split system HP, 2 bay heaters
25	Fire Station #15 -3335 Masonboro Loop Road	4 split system HP, 2 bay heaters
26	Parking Management – 11 N 2nd Street	1 package unit – 20 tons

ATTACHMENT B

PERIODIC MAINTENANCE SERVICE SCHEDULE

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently. Frequency shall be QUARTERLY unless noted otherwise:

1. Rooftop Packaged Units
   1. Preventative maintenance inspection and filters changed
   2. Check all electrical wiring, connections. Tighten as required
   3. Check all motor starter contactor surfaces for wear
   4. Clean electrical control enclosures
   5. Lubricate air handling unit motor bearings and fan bearings, if applicable
   6. Check air handling unit belts for wear and change as required
   7. Check belt tension and sheave alignment
   8. Check condition of evaporator coils. Chemically clean as required
   9. Check and clean condensate drains, drain lines and pan
   10. Lubricate condenser motors annually
   11. Clean condenser coil and fan blades annually
   12. Calibrate controls annually

2. Compressors
   1. Preventive maintenance
   2. Check all electrical wiring and connections. Tighten as needed
   3. Check starter contactor surfaces for wear
   4. Visually leak check compressor and associated refrigerant piping
   5. Clean exterior of compressor
   6. Check operation of crankcase heater
   7. Meg-ohm motor from starter and record
   8. Check and calibrate all safety and cut-out devices
   9. Check and adjust compressor capacity controls1
   10. Check, calibrate and adjust all operational controls
   11. Check head and suction line pressure

3. Exhaust Fans – Semi-Annually
   1. Preventative Maintenance
   2. Check all electrical wiring and connections and tighten
   3. Check all motor starter contactor surfaces for wear
   4. Clean starter and electrical control enclosures
   5. Lubricate motor bearings and fan bearings
   6. Check exhaust fan belts for wear, replace as required
   7. Check belt tension and sheave alignment. Adjust as required

8. Check all mounting hardware. Tighten as required

4. Package, Gas Heat Electric Cool
   1. Preventative maintenance inspection and filters changed
   2. Check unit voltage and record
   3. Lubricate motors as required
   4. Check and adjust burners for proper flames
   5. Check for proper combustion and flue gas relief
   6. Record discharge temperature, heating and cooling modes
   7. Record return air temperature
   8. Check and adjust operating and safety controls
   9. Check and clean condensate drains, drain line and pan

5. Air Handler
   1. Preventive maintenance inspection and filters changed
   2. Check starter contacts for excessive wear
   3. Tighten all starter wire connections
   4. Check belts, adjust or replace as needed
   5. Check belt tension and sheave alignment. Adjust as required
   6. Meg-Ohm motor and record
   7. Check fan motors amps
   8. Clean and lubricate unit motor bearings and fan bearing
   9. Check operation of economy dampers
   10. Lubricate and tighten all dampers and linkages as necessary
   11. Check operation of static vane (if applicable)
   12. Visually check all coils for leaks
   13. Check and record all coil delta T
   14. Inspect all mounting hardware, tighten as needed
   15. Clean outside air screens. (2x/yr)
   16. Inspect condition of vibration insulators
   17. Check and clean condensate drains, drain line and pan

6. Multi-zone Air Handler
   1. Perform maintenance
   2. Lockout tag out equipment
   3. Check fan motor amps
   4. Clean and lubricate components
   5. Check operation of economy dampers
   6. Check operation of static vane or dampers
   7. Check operation of zone dampers
   8. Check and adjust operating and safety controls
   9. Inspect starter contacts
   10. Inspect condition of vibration insulators
   11. Check and clean condensate drains, drain line and pan

7. Chiller
    1. Visually inspect equipment condition and operation
    2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks
    3. Check unit voltage and record.
    4. Check condenser pressure and record
    5. Check evaporator pressure and record
    6. Check oil sump sight glass
    7. Record chilled water inlet temperature
    8. Record chilled water outlet temperature
    9. Check condenser water inlet
    10. Check condenser water outlet temperature
    11. Check compressor starter contacts for abnormal wear

8. Variable Frequency Drive
    1. Check unit operation
    2. Check fault history report
    3. Check operation of manual bypass
    4. Verify drive signal increase and decrease
    5. Check and tighten all electrical connections
    6. Check starter contacts for wear

9. Boiler
    1. Check boilers for proper operation
    2. Check and use boiler viewport to check main burner flame
    3. Turn off and secure boiler
    4. Check boilers for any unusual noise or vibration
    5. Inspect gaskets for any signs of leaks
    6. Examine the venting system
    7. Remove and/or inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances
    8. Check boiler circulating pumps for proper operation and lubricate
    9. Check flame safeguard control for pilot and main flame ignition
    10. Check operation of blower motor and circuitry
    11. Check operation of gas valves and vents
    12. Inspect and tighten all electrical connections
    13. Check and adjust all boiler limit pressure controls and running interlocks
    14. Check operation and adjust low water controls
    15. Check and adjust burner, pilot and main flame ignition
    16. Check and oil combustion air fan
    17. Check expansion tank and site glass. (Adjust as needed)
    18. Check all entering and leaving water temperatures and pressures
    19. The boiler room shall be left in the same condition as existed prior to start of the work
    20. Refer to equipment O&M manual for any maintenance clarifications.
    21. Flush pressure relief valve

22. Clean and adjust scanner, igniter and flame rod
23. Check pilot for proper ground

10. Evaporator and Condenser Coils
    1. Chemically clean air-cooled condenser
    2. Clean condensate pan and chemically treat related drain
    3. Check and set super heat on evaporator
    4. Inspect and chemically clean evaporator

11. Circulation Pumps – Annually
    1. Flush and lubricate pump and motor bearings
    2. Check coupling alignment and security to shaft
    3. Tighten base mountings bolts

12. Water Treatment
    1. Furnish chemical as required to retard scale, corrosion, and biological growths

ATTACHMENT C

"PRICING SUMMARY"

Year 1, (2 months) May 1, 2021 – June 30, 2021 at $_____ per month Two Months Total $_____

Year 2, 1st Quarter – July 1, 2021 – Sept 30, 2021 at $_____ per month Quarterly Total $_____

Year 2, 2nd Quarter – Oct 1, 2021 – Dec 31, 2021 at $ _____ per month Quarterly Total $_____

Year 2, 3rd Quarter – Jan 1, 2022 – March 31, 2022 at $ _____ per month Quarterly Total $_____

Year 2, 4th Quarter – April 1, 2022 – June 30, 2022 at $ _____ per month Quarterly Total $_____

Initial Contract Total = $_____

The basis of award will be the initial contract period only. Prices shall be good for one hundred twenty (120) days from opening of RFP.

Diagnostic Fee	$_____	per call
Mechanical Services	$_____	per hour
Control system and programming services	$_____	per hour
Engineering services	$_____	per hour
Truck / Travel Charge	$ _____	per each
When does this apply?		
After hours service calls (After 5pm, weekends, and holidays)	$_____	per hour

EXCEPTIONS TO SERVICES: Mark any items your company is not qualified to work with.

- ☐ Condensing Units
- ☐ Air Handlers
- ☐ Pump and Motors
- ☐ New & Replacement Wiring
- ☐ Zone Boards & Thermostats
- ☐ BAS Control Systems
- ☐ Chillers / Cooling Towers
- ☐ Boilers
- ☐ Gas Heaters
- ☐ Exhaust Fans
- ☐ Wall & Ceiling Heaters
- ☐ Mini-Split Units
- ☐ VRF Units
- ☐ VAV Boxes
- ☐ Walk – in Coolers
- ☐ Ice Machines

Please indicate any other exclusions from the scope of work provided:

_____

_____

Please indicate any additions to the scope of work provided:

_____

_____

RFP NO. S6-1120.1
HVAC PREVENTATIVE MAINTENANCE
AND REPAIR SERVICES - CITYWIDE

PROPOSER'S CERTIFICATION

Proposer's Signature:_____ Date: _____

By signing above, I certify that I have carefully read and fully understand the information contained in this RFP, that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Proposal being submitted, and that I have the authority to submit this RFP on behalf of my organization. **It is the proposer's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): _____

TITLE**:** _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

   (a) Proprietorship _____
   (b) Partnership _____
   (c) Corporation _____
   (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

   Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

_____

Firm is incorporated in what state?

_____

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

_____

_____

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____
What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

_____

_____

Has a certificate of assumed name been filed in the New Hanover County Registry? _____

If so, please provide the recording information:

Deed Book _____ at Page _____.

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2020.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice President or Assistant Vice President only)

ATTEST:

_____ (CORPORATE SEAL)
(Secretary, Assistant Secretary, Cashier or Assistant Cashier only)