

County of Charlotte
 Post Office Box 608
 250 LeGrande Ave; Suite A
 Charlotte Court House, VA 23923



Invitation for Bid
Contract for HVAC Maintenance and Repairs

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Bid Number	Bid Due Date and Hour (Local Time)	Date Initiated
037-226	October 28, 2021 at 4:00 p.m.	October 1, 2021

This solicitation is subject to the provisions of the General Terms and Conditions included herein. The Invitation for Bids, your bid, and modifications or additions to either, shall constitute an entire integrated contract.

Address All Inquiries and Correspondence to:

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Heather T. Brown, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: hbrown@charlottecountyva.gov
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The initial term of the contract shall be for a 12 month period: November 1, 2021 – October 31, 2022. The contract may be extended by the County for up to four (4) additional years in one-year intervals, any adjustment to price will be dependent on both parties in writing prior to each renewal.

Special Instructions:

1. See General Terms and Conditions for return of bid envelope.
2. Responses must be signed below in ink.
3. Responses will be accepted until the date and hour shown above.
4. This inquiry incurs no obligation on the part of the County of Charlotte.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).
6. All prices are considered firm for our acceptance within sixty (60) days after the due date.

In Compliance With This Invitation To Bid And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/ Services In Accordance With The Signed Bid Or As Mutually Agreed Upon By Subsequent Negotiation.

SCC Number: _____

Name & Address of Offeror:

License Number: _____

Date: _____

Name (Print): _____

Signature: _____

Zip Code: _____ Title: _____

FIN: _____ Phone: (____) _____

E-mail: _____ FAX: (____) _____

INVITATION FOR BID #037-226
Contract for HVAC Maintenance and Repair

I, the undersigned, having carefully studied the specifications and equipment lists for Charlotte County's Contract for HVAC Maintenance and Repairs, propose to perform all services necessary to execute and complete the work required in accordance with the terms and conditions stated in IFB #037-226 at the prices indicated below.

Option 1:
PREVENTIVE MAINTENANCE SERVICE:

\$ _____ per year for Preventative Maintenance Service for all HVAC equipment listed in the County Equipment Schedule, Attachment A

\$ _____ per year for Preventative Maintenance Service for all HVAC equipment listed in the Heartland Business Park Equipment Schedule, Attachment B

Option2:
PREVENTIVE MAINTENANCE SERVICE:

HVAC Mechanic: \$ _____/hour

Assistant/Helper Mechanic: \$ _____/hour

ON-CALL REPAIRS (DURING REGULAR WORKING HOURS):

HVAC Mechanic: \$ _____/hour

Assistant/Helper Mechanic: \$ _____/hour

ON-CALL REPAIRS (OVERTIME LABOR):

HVAC Mechanic: \$ _____/hour

Assistant/Helper Mechanic: \$ _____/hour

PARTS AND MATERIALS:

Parts and materials used to perform on-call repair work shall be provided at no more than a 10% mark up of Contractor's actual paid invoice cost.

TRANSPORTATION COSTS AND OTHER FEES:

All transportation costs and other fees shall be factored into the pricing provided above. The County will not accept any charges associated with travel or other miscellaneous fees.

Authorized Signature

Name (Printed)

Company Name

Date

DATA SHEET – INVITATION FOR BID #037-226
Contract for HVAC Maintenance and Repair

How many years you have been in the HVAC business? _____ Years

Please provide a list of three (3) customers that you have provided with similar services.

1. Reference's Name: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____
Project Description: _____

2. Reference's Name: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____
Project Description: _____

3. Reference's Name: _____
Contact Person: _____
Phone Number: _____
Date of Service: _____
Project Description: _____

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I. PURPOSE

It is the intent of this Invitation for Bid to solicit sealed bids from qualified Contractors and to set forth the terms by which Charlotte County may establish a contract for preventive maintenance services quoted at both a fixed rate and a hourly rate; and "on-call" repair service on a time and materials basis, for heating, ventilation and air conditioning (HVAC) equipment identified in the Equipment Schedules (Attachments A, B & C), attached and incorporated herein to this IFB and made a part hereof, in accordance with all terms and conditions outlined in this IFB. This solicitation and the resulting contract(s) shall not require or permit the Contractor to replace entire systems or major (high value) components on a furnish and install basis.

II. QUALIFICATIONS

The successful Offeror must:

1. Have been in the business of providing HVAC maintenance and repair services similar to those required for a minimum of five (5) years.
2. Be licensed in HVAC maintenance and repair as a Class A Contractor in the Commonwealth of Virginia.
3. Furnish the names, qualifications, and experience of any proposed subcontractors to the County. No portion of the work shall be subcontracted without prior written consent of the County.
4. Assign a primary technician to the County that will respond to the County's service calls on a regular basis. Alternates may be identified to fill in when the primary technician is not available.
5. Provide services in a manner that causes minimal interruption in normal office activities.
6. Perform work in a professional manner and in compliance with all applicable laws, ordinances, rules, regulations, codes, and OSHA requirements in force at the time the work is performed. All work, which does not meet the approval of the County, shall be immediately corrected by the successful offeror to the satisfaction of County personnel. If the successful offeror fails to remedy the work as instructed and agreed upon, the County may arrange for the work to be performed by other means after the successful offeror has been issued a written notice 24 hours prior to taking this action.
7. Ensure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes. The successful offeror shall ensure that all materials are OEM if available or compatible with pre-existing HVAC materials and equipment of the buildings and outside locations involved.
8. Bear sole responsibility for the safety of its employees and shall take all steps necessary to establish, administer, and enforce safety rules that meet regulatory requirements.
9. Make every effort to ensure the safety of everyone present when work is being performed.

III. SCOPE OF WORK

A. General Requirements

1. The successful offeror shall furnish all labor, materials, tools, equipment, vehicles, travel, and supervision required to perform HVAC preventative maintenance and perform repair services on an “as needed” basis in accordance with the specifications and terms and conditions set forth herein. Services may involve scheduled preventative maintenance, regular/non-emergency maintenance and repair, emergency repair, troubleshooting, and individual projects.
2. All work performed shall be done in a manner that will not adversely affect the integrity of any building structural, mechanical, electrical, fire protection, or life safety systems, and in a manner that will not adversely affect any other building features that can be overloaded or rendered useless.
3. Attachments A, B & C, attached to this IFB and made a part of this IFB, include a list of building locations where services shall be performed. The County has attempted to provide an equipment list associated with the building list to better clarify the scope of work. However, the County does not guarantee the completeness of this list, nor will adjustments be allowed based on the omission or addition of components to the initial equipment lists.
4. The Court House Facility has a Johnson Control Systems MetaSys Building Automation System. The successful Offeror for the Courthouse shall work with Johnson Control to address issues at the courthouse and will be provided off-site access to the County’s MetaSys portal to improve diagnostics and minimize trips.

B. Preventative Maintenance

The Contractor shall:

1. Furnish all necessary labor, supervision, transportation, tools and supplies as may be required to provide complete semiannual preventive maintenance (PM) to ensure continued and cost-efficient operation of all HVAC equipment listed in the Equipment Schedules (Attachment A, B & C) except as otherwise indicated herein.
2. Spring/Summer Preventative Maintenance Tasks shall include, but is not limited to, the following for all cooling equipment:
 - Replacing filters
 - Checking condition of belts and pulleys and replacing as needed
 - Cleaning condenser and evaporator coils
 - Cleaning chiller coils
 - Checking refrigerant charge and inspecting for leaks if charge is low
 - Clearing drain lines and pans
 - Checking electrical connections

- Checking operation of fan and blower motor and adjusting if needed
- Lubricating motors, bearings and other moving parts
- Checking operation of thermostats and other controls
- Checking for adequate air flow

3. Fall/Winter Preventative Maintenance Tasks shall include, but is not limited to, the following for all heating equipment:
 - Replacing filters on heating equipment
 - Checking condition of belts and pulleys and replacing as needed
 - Clearing drain lines and pans
 - Checking electrical connections
 - Checking operation of fan and blower motor and adjusting if needed
 - Inspecting ignition and burner assembly
 - Lubricating motors, bearings and other moving parts
 - Checking operation of thermostats and other controls
 - Inspecting heat exchangers
4. Submit a proposed PM schedule within thirty (30) days of being awarded the contract. The Contractor may begin PM service once this schedule has been approved by the County.
5. Perform all PM services during the County's normal work hours which are 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of state holidays.
6. Provide a written report within ten (10) days of completion of each PM service identifying the sites, date(s) service was performed, equipment condition and recommendations for any major repairs or modifications.
7. Tag all equipment with a sticker once PM service is completed indicating the date of PM and the service provider's name.

C. On-Call Repairs

The Contractor shall:

1. Furnish all necessary labor, supervision, transportation and tools to provide on-call repair services on an as needed basis for all HVAC equipment listed in the Equipment Schedules (Attachments A, B & C) except as otherwise indicated herein.
2. Be on site to perform "on-call" repair services at the jail within eight (8) hours of notification of a system failure.
3. Be on site to perform "on-call" repair services at any facility, with the exception of the jail, within twenty-four (24) of notification of a system failure.
4. Perform all on-call services on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Contractor's failure to properly perform PM or repair services. In this case, the Contractor shall

make such repairs at no cost to the County.

5. Provide a written estimate of all anticipated repair costs other than those associated with minor repair. (Minor repairs shall consist of all repairs that are expected to result in charges of \$400 or less.) Repairs may be made only after the estimate is approved by the County. If the estimate is considered unreasonable, the County reserves the right to obtain the repairs from another source.
6. Perform repair services during the County's normal business hours when possible.
7. Obtain permission from the County to complete any services outside of normal working hours or to continue work beyond normal working hours. The Contractor shall charge the overtime hourly rate specified on the Bid Form (Page 2) for work completed outside of normal hours only when overtime work has been authorized by the County.

C. General Procedures

1. All work performed under this contract shall be completed by qualified personnel in accordance with the manufacturer's recommended procedures and industry standards for HVAC maintenance and repair services.
2. The Contractor shall sign-in and sign-out at the County Administration Office before proceeding to the job site for all sites except the Heartland Business Park. For work that has been approved for completion after hours, sign-in is not required.
3. Personnel shall act in a courteous and professional manner at all times.
4. The Contractor shall maintain a sufficient quantity of standard repair parts on hand in order to prevent unnecessary downtime of equipment.
5. The Contractor shall ensure a reasonable response time.
6. The Contractor shall ensure that all parts furnished under this contract are new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt parts and components may be authorized by the County on a case-by-case basis.
7. The Contractor shall guarantee all parts and workmanship for a period of sixty days or the manufacturer's warranty period, whichever is longer.
8. The Contractor shall submit a work report to the County Administration Office upon completion of any work. This report shall include the work location, Contractor's name and address, signature of employee performing work, date of service, number of man-hours, description of work and a list of materials used. Required report can be included as part of the invoice.

9. At the County's request and at no additional cost, the Contractor shall assist with the evaluation of options when equipment repair or replacement is necessary.
10. The Contractor shall resume responsibility for PM and repair services for any equipment that has been repaired by another service provider.
11. The Contractor shall assume responsibility for PM and repair services for any new HVAC equipment put into service by the County and added to this contract once the original equipment warranty expires.
12. Any damage to existing utilities, equipment or finished surfaces that results from this work shall be repaired to the satisfaction of the County at the sole expense of the Contractor.

IV. MANDATORY SITE VISIT

All site visits will be supervised by the County's Public Works Manager to view the worksites and examine the equipment. Site Visit will take place on October 18, 2021 at 10 a. m. Contractors shall meet outside of the Charlotte County Administration office located at 250 LeGrande Avenue, Suite A Charlotte Court House, VA 23923.

Equipment lists have been provided to help potential bidders understand the scope of the contract. While the County has made every effort to ensure that all information provided in the equipment lists is accurate, bidders are responsible for verifying equipment information. Claims resulting from failure to examine the worksites or equipment prior to submitting a bid will not be considered by the County.

V. SUBMISSION OF INVITATION FOR BID

1. To receive consideration the following documents, with original signatures, must be received in the County Administrator's Office no later than 4 p.m., October 28, 2021:
 - A completed copy of the front page of this IFB
 - A completed Bid Form (page 2)
 - A completed Data Sheet (page 3)
 - A completed State Corporation Commission Form (attached)
 - A list of any exceptions or deviations from the specifications that the bidder is requesting or plans to take.
2. The submission of bids by fax, phone, e-mail or verbal offer will not be accepted.
3. All proposals must be in a sealed envelope clearly marked "SEALED BID - HVAC – IFB #037-226."
4. It is the responsibility of each Bidder to see that their bid is in the Office of the County Administrator by the specified time and date.
5. Any offers or amendments received by the County after the date and time specified for the scheduled opening of bids will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.
6. Bids can be hand-delivered and left in the office dropbox or mailed to the following address:

Charlotte County Administrator's Office
Attention: Heather T. Brown, Purchasing Agent
P. O. Box 608
250 LeGrande Avenue, Suite A
Charlotte Court House, Virginia 23923

VII. BID OPENING & AWARD

Bids will be publicly opened shortly after 4:00 pm on October 28, 2021, at the Charlotte County Administrator's office. Public bid opening attendees must follow the County's current COVID-19 operating procedures. All bids and associated documents submitted in response to this solicitation shall become the property of Charlotte County and will be subject to public inspection in accordance with the Virginia Freedom of Information Act. A summary of bid results can be obtained following the bid opening by contacting Heather T. Brown, Purchasing Agent at 434-542-5117.

Award will be based on the lowest total price submitted by responsive and responsible Bidders. In determining the responsible bidder, the following factors shall be considered:

1. The bidder's ability, capability and skill to successfully perform the required services to specifications without delays
2. The quality of work demonstrated by the bidder on other contracts
3. The character, reputation, experience, judgement and integrity of the bidder
4. The bidder's compliance with laws and ordinances related to the services specified
5. The bidder's ownership of adequate resources to complete the work as specified

Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Charlotte County reserves the right to conduct any tests it deems advisable and to make all evaluations.

Charlotte County reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the opinion of the procuring public body to be in its best interest.

VIII. PAYMENT

Charlotte County will make payment to the Contractor after receipt of an approved invoice for completed work authorized by a contract resulting from this IFB. Please submit invoices including name, mailing address, contact number, and listing the number of services provided at each location with the cost of services by the 2nd of the month following the month services were rendered to: County of Charlotte, P.O. Box 608, Charlotte Court House, Virginia or by email to hbrown@charlottecountyva.gov.

IX. GENERAL TERMS AND CONDITIONS

- A. **Insurance:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, he/she will have insurance coverage as

specified in this IFB. The bidder further certifies that he/she will maintain the specified insurance coverage during the entire term of the contract.

Insurance Coverage and Limits Required:

- Automobile Liability Insurance: \$1,000,000 combined single limit
- Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act
- General Liability Insurance: \$1,000,000 per occurrence

** The insurance policies required herein shall name Charlotte County as additional insured with regard to work performed under any contract resulting from this RFP. The selected Contractor shall provide Charlotte County with a certificate of insurance and a copy of the declaration page of their policy before performing any work for the County.

- B. **Questions and Clarification of Terms:** Questions regarding this solicitation should be directed in writing to Heather T. Brown, Purchasing Agent, by 2:00 pm on October 20, 2021. Any revisions to the solicitation will be made by addendum issued by the Purchasing Agent. All addenda will be posted at the County Administration Office and on-line at eVA and www.charlotteva.com. It is the responsibility of the bidder to ensure that all addenda have been obtained and reviewed.
- C. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The County may order changes within the general scope of the contract by written notice to the Contractor. Changes may include, but are not limited to, services to be performed and additions or subtractions of service locations.
- D. **Understanding:** By submitting a response to this IFB, the bidder acknowledges and agrees that the IFB is understood and the bidder is fully informed of the intent of the IFB and the completeness and quality of the products, materials and services sought.
- E. **Governing Laws:** This IFB, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Bidder shall comply with applicable federal, state and local laws and regulations.
- F. **Assignment of Contract:** The bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations or interests under this contract, without the prior written consent of the County.

- G. **Liability:** The Bidder shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants and employees from and against any and all liability, claims, losses, suits, legal proceedings and costs, including but not limited to attorney's fees, arising or resulting from any cause whatsoever in any work required by this IFB.
- H. **Nondiscrimination Laws:** The Bidder shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- I. **Drug-free Workplace:** The Bidder shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- J. **Immigration Laws:** The bidder shall agree to comply with all federal immigration laws. The Bidder shall not knowingly employ an unauthorized alien immigrant as defined in the Federal Immigration Reform and Control Act of 1986.
- K. **Proof of Authority to Transact Business in Virginia:** In accordance with § 2.2-4311.2, Code of Virginia, Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Bidder not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.
- L. **Ethics in Public Procurement:** By submitting their bids, Bidders certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- M. **Termination of Contract for Convenience:** Charlotte County, by written notice, may terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. Termination shall be effected by serving a notice of termination.
- N. **Termination of Contract by Default:** Should the selected Bidder fail to deliver the services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination less any fines or other fees that may be withheld.
- O. **Availability of Funds:** All funding is subject to appropriation by the Charlotte County Board of Supervisors for each fiscal year during which this Contract is to be performed.