



REQUEST FOR BID (RFB)

For

QUARTERLY PLANNED HVAC MAINTENANCE AND SERVICE

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PART 1: INTRODUCTION

The Pierce County Library System (Library) is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 564,000.

The purpose of this RFB is for HVAC preventative maintenance services at Bonney Lake, Buckley, DuPont, Eatonville, Fife, Graham, Gig Harbor, Key Center, Lakewood, Milton, Parkland/Spanaway, South Hill, Steilacoom, Summit, Sumner Tillicum, University Place libraries and the Administrative Center Library accomplished in a professional manner in accordance with the specifications contained in this RFB.

ESTIMATED TIMELINE

RFB Announcement.....	March 11, 2016
Final questions due.....	March 16, 2016, 3:00 PM
RFB due to PCLS.....	March 23, 2016, 10:00 AM
RFB Opening	March 23, 2016, 10:05 AM
Notice of Intent to Award.....	March 25, 2016
Notice of Award.....	March 29, 2016
Year 1 Contract Implementation	May 1, 2016
Year 1 Contract Ending	April 30, 2017
Potential Extension to Contract	1 year increments (max 3 years)

PART 2: INSTRUCTIONS TO BIDDERS

- a) **Questions about the RFB:** All questions about this RFB should be directed to Lorie Erickson, Director of Facilities at (253) 548-3454 (lerickson@piercecounitylibrary.org). Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning this RFB will be furnished to all prospective bidders as an amendment to the solicitation. The Library reserves the right to share questions and answers with other bidders if it is determined that the answers would give unfair advantage to one bidder. **All questions must be submitted by 3:00 p.m. March 16, 2016.**
- b) **Site Visits:** Site visits must be schedule through Lorie Erickson, Director of Facilities at (253) 548-3454 (lerickson@piercecounitylibrary.org).
- c) **Acknowledgement of Amendments to RFBs:** Bidders to the RFB must acknowledge receipt of an amendment by signing and returning the amendment or by a written letter. Such acknowledgment must be received prior to bid opening.
- d) **Bid Submission:** To be considered, bidders must submit two complete copies of their bid in a sealed envelope. The bids shall be addressed as follows:

Attention Lorie Erickson
Pierce County Library System
3005 112th Street East
Tacoma, WA 98446-2215
Sealed Bid for: Planned HVAC Maintenance & Service

Telegraphic or electronic bids will not be considered.

- e) **Date of Submission:** Sealed bids will be submitted to the Pierce County Library System at 3005 112th Street East, Tacoma WA 98446-2215, no later than 10:00 am on March 23, 2016. Submissions received late may be deemed not responsive and may not be considered, at the Library's discretion. The Library reserves the right to extend the date of submission and will provide due notice of such date extension.
- f) **Signatures:** A corporate official who has been authorized to make such bid commitments must sign the bid.
- g) **Withdrawal or Modifications of Bids:** The bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the bid and any request is received by the Library prior to the date of submission above. Following the withdrawal of its bid, the bidder may submit a new bid provided it is received by the Library at the address and by the Date of Submission.
- h) **Rejection of Bids:** The Library reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.
- i) **Bidding Procedures and Forms:** All bidders must comply with the specifications and requirements attached. To be considered all bids must be signed; Bidders may only submit one bid for consideration. Bidders may submit additional information with their bids as desired.
- j) **Validity of Prices:** Bidders must confirm in writing that prices quoted will be valid and in effect for a minimum of sixty (60) days after bid opening.
- k) **Bid Opening:** All bids will be opened by 10:05 a.m. March 23, 2016. The Library will submit a Notice of Intent to Award to the apparent winning bidder within three (3) business days.
- l) **Award of Bid:** The contract shall be awarded to the lowest responsive, responsible bidder who best meets the Library's needs. Only one award will be made. Awarded vendor will be responsible for all aspects of the specifications. **Failure to bid all locations will make a bid non-responsive.** The Library reserves the right to waive informalities or irregularities and deviations from the RFB, and to be the final judge as to which bid shall be accepted by the Library. Award is anticipated no later than thirty (30) days of bid closing.

- m) **Public Disclosure of Awarded Bid:** All bids will be treated with confidentiality prior to award. After award of the contract, the bid will fall under the requirement by Washington State law (Chapter 42.17 RCW) that obligates the Library to make the document available for public inspection, if requested.
- n) **Certificates, licenses, and Permits:** Bidders acknowledge that the awarded contract requires upon commencement of term of contract, commercial general liability insurance, as provided in the contract terms.
- o) **Retainage:** Bidders acknowledge that the awarded contract, per RCW 60.28.011, that the Library will retain funds in the amount of 5% for the duration of an annual contract, as provided in the contract terms.
- p) **Prevailing Wages:** Workers of all Contractors, Subcontractors, and lower tier Subcontractors on all Pierce County Library System public work projects, as the term public works is defined by RCW 39.040.010, shall be paid the "prevailing rate of wage" including usual benefits, as those terms are defined by Chapter 39.12 of RCW. It is understood that the successful Contractor is responsible for obtaining and completing all required government forms and submitting them the same to the proper authorities. Contractor is required to provide certified payroll to PCLS showing the payment of prevailing wage.
- q) **Non-Discrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The Contractor shall provide personal protective equipment as required by law. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- r) **Environmental Protection:** The Contractor shall abide by all federal, state, and local laws regarding the protection of the environment. The Contractor shall also be responsible for reporting such violations as pertain to this work to PCLS and other applicable agencies upon discovery of such in a timely manner. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- s) **Final inspection upon Award:** Bidder will verify bid on all existing conditions.
- t) **Cancellation:** The Library may cancel this contract or any part thereof by written notice at any time without penalty if the Contractor fails to comply with the terms, instructions, specifications, and delivery completion dates, or perform the work with diligence.
- u) **Contract Administrator:** The administrator of this contract will be: Lorie Erickson, PCLS Facilities Director.
- v) **References:** List the names and addresses of three (3) customers, for whom the bidder has provided similar services. Include dates, contact persons, and telephone numbers. Should any reference submitted by the bidder be found unsatisfactory, the Library, as its sole option, may reject that bidder's offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the bid response.

References

1. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

2. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

3. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

Declarations:

The undersigned bidder declares that he/she has read and fully understands the Request for Bid and agrees to all of the terms, conditions, and provisions contained therein; and he/she proposes and agrees that if his/her bid as submitted in the proposal be accepted, he/she will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the Library's satisfaction.

BID SUBMITTED BY:

Signature of Authorized Representative

Firm Name

Printed Name

Address

Title

City, State, Zip Code

Date

Telephone/ Fax Number

PART 3: CONTRACT TERMS AND CONDITIONS

- a) **Non- Assignment:** The contractor may not assign any rights or any duties under this contract without the Library's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.
- b) **Supervision:** The Contractor shall supervise and direct the work in relation to this contract using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this contract. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out work in accordance to this contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
- c) **Severability:** The invalidity of unenforceability of any provision if any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d) **Indemnification and Hold Harmless:** The contractor shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this contract; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the contractor, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the contractor, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the contractor to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The contractor's obligation under this paragraph shall include indemnification for made by the contractor's own employees or agents. For this purpose, the contractor, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Chapter 51 of the RCW. In the event the Library incurs any judgment, award, and or cost arising there from including attorney's fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the contractor.
- e) **Public Records Act/Confidentiality:** Notwithstanding any other provision herein, Consultant recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify Consultant of the request and Consultant will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Consultant does elect to seek such protection, Consultant will fully defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.

- f) **Termination for Convenience:** The Pierce County Library System for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The contractor shall be paid its costs, including necessary and a reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the contractor has any property in its possession belong to the Library, the contractor will account for the same and dispose of it in the manner the Library directs.
- g) **Termination for Default:** In addition to termination for convenience, if the contractor does not deliver supplies in accordance with the delivery schedule, or if the contract is for services and the contractor fails to perform in the manner called for in the contract, the Library may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the contractor setting forth the manner in which the contractor is in default and the effective date of termination; provided that the contractor shall have ten (10) calendar days to cure the default. The contractor will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the contractor from any of its obligations under this contract not limit the rights and remedies of the Library hereunder in any manner.
- h) **Termination for Non- Appropriation:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Pierce County Library System Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the contractor. The Library's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection: The Library will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Pierce County Library System Board of Trustees of sufficient funds to support the activities described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.
- i) **Contract Extension:** The contract period may be extended in one-year increments for two additional one-year periods, in accordance with the best interest and the sole option of the Library and with proper notice provided in writing. Prices shall remain firm for the duration of the contract period. Reasonable price changes may be made after the initial contract period. Thirty days prior to the renewal date, the contractor shall submit documentation to the Library justifying the price change. The Library will evaluate this information to determine if the pricing is considered fair and reasonable. Requests for any such changes are made in writing to the Facilities Director Lorie Erickson. Any agreed upon change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in prices; both parties are entitled

to benefit from such price changes. The Library will not be bound by prices contained in an invoice that are higher than those authorized by the Library in writing. Additionally, such invoices may be rejected and returned to the contractor for a correct invoice. Any approved price increase shall take effect at the time of the contract extension and remain in effect for the subsequent contract extension period.

- j) **Retainage:** All laws related to retainage shall apply. RCW 60.28.11 requires public entities to retain a portion of payments on a maintenance contract. This contract requires retainage in the amount of 5.00% of all payments. The Contractor may choose to have it:
1. Retained in fund managed by the Library; or
 2. Deposited by the Library into an interest bearing account in a bank, mutual saving bank, or savings and loan association. Interest on moneys reserved by the Library under the provision of this contract shall be paid to the Contractor; or
 3. Placed in escrow with the bank or trust company by the Library. When the money reserved is placed in escrow, the Library shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

In lieu of retainage, the Contractor may submit a retainage bond. If elected, retainage bond must be submitted within 30 days of contract signing; any retainage withheld shall then be paid immediately to Contractor.

- k) **Insurance:** The awarded bidders shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability Insurance	\$1,000,000 each occurrence \$2,000,000 aggregate
Automotive Liability Insurance	\$1,000,000
Umbrella/Excess Liability Insurance	\$5,000,000

All insurance policies shall be endorsed with the following declaration, "Pierce County Library System, its officials and employees are covered as additional insured."

- l) **Payment:** The Contractor will submit an invoice monthly for each property. Contractor must be able to accept Credit Cards for payment of invoices. The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

PART 4: STATEMENT OF PIERCE COUNTY LIBRARY SYSTEM RESPONSIBILITIES

The Contractor must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of this project. This includes cost, coordination, and labor required to complete all work associated with the project as defined in this RFB.

PART 5: SPECIFICATIONS

The Contractor shall provide HVAC Maintenance as described herein for the below listed areas of the Pierce County Library System in accordance with accepted standard of HVAC maintenance. The Contractor shall provide all labor, materials, and equipment necessary to meet the following requirements in two levels of services to the schedule of locations, equipment and services levels required:

Preventative Service Agreement

- Seventeen (17) locations a guaranteed maintenance agreement that covers all expenses associated with the ongoing manufacturers recommended preventative maintenance of the systems;
- Preventative maintenance on these systems per the manufacturers recommendations and industry standards to include; filter changes scheduled (4) times per year; belt changes scheduled (1) time per year; annual coil cleaning on outdoor condenser coils to be completed before June 30th; contractor will be responsible for purchase and installation of these materials on its established schedule;
- No major repairs or improvements will be undertaken without prior approval. To assist in controlling our costs and for you convenience, any repairs under \$500.00 determined as needed during regularly schedule preventative maintenance will be done automatically after notifying Facilities Director, Lorie Erickson or her designee and billed separately from the service agreement;
- Repair work will be performed on an on-call basis as needed and determined by the Facilities Director, Lorie Erickson or her designee.
- Maximum markup of 50% on all parts across the board for quoted repairs;
- A dedicated number of quarterly preventative maintenance hours and detailed tasks must be provided; contractor is responsible to provide a detailed check list identifying the exact tasks performed on each piece of equipment found at each individual branch as part of this service agreement.

Basic Service Agreement – DuPont Library Branch

- Basic Semi-annual service at one (1) location that is operated but not owned by the Library;
- Basic maintenance on these systems to include; filter changes scheduled (2) times per year; belt changes scheduled (1) time per year; contractor will be responsible for purchase and installation of these materials on its established schedule;

SCHEDULE OF LOCATIONS

- Bonney Lake: 18501 90th Street East, Bonney Lake WA 98390
- Buckley: 123 South River Ave., Buckley WA 98321
- DuPont: 1540 Wilmington Drive, DuPont WA 98327
- Eatonville: 205 Center Street, Eatonville WA 98328
- Fife: 6622 20th St. East, Fife, WA. 98424
- Graham: 9202 224th Street East, Graham WA 98338
- Gig Harbor: 4424 Point Fosdick Dr. N.W., Gig Harbor WA 98335
- Key Center: 8905 Key Peninsula Hwy N., Lakebay WA 98349
- Lakewood: 6300 Wildaire Rd S.W., Lakewood WA 98499
- Milton: 900 Meridian E., Suite 29, Milton WA 98354
- Parkland/ Spanaway: 13718 Pacific Ave, South, Tacoma WA 98444
- South Hill: 15420 Meridian East, Puyallup WA 98375
- Steilacoom: 2950 Steilacoom Blvd., Steilacoom WA 98388
- Summit: 5107 112th Street East, Tacoma WA 98446
- Sumner: 1116 Fryar Ave, Sumner WA 98390
- Tillicum: 14916 Washington Ave, Lakewood WA 98498
- University Place: 3609 Market Place W., University Place WA 98466
- Processing and Administrative Center: 3005 112th Street East, Tacoma WA 98446

SCHEDULE OF EQUIPMENT & SERVICE LEVELS

Location	Date Opened	Last Upgrade	Equipment Type
Bonney Lake	3/97	1997	(4) Split unit Heat Pump systems, (1) residential split unit – IT closet.
Buckley	10/91	2011	(2) Split unit Heat Pump systems
DuPont	5/04	2004	(2) Rooftop packaged units, (1) residential split unit – IT closet.
Eatonville	3/07	2007	(2) Split unit Heat Pump systems
Fife	2011	2011	(3) Rooftop packaged units
Gig Harbor	4/90	2008	(5) Split unit Heat Pump systems, (1) residential split unit – IT closet.
Graham	8/92	2010	(4) Split unit Heat Pump systems
Key Center	8/82	2003	(2) Rooftop Heat Pump systems
Lakewood	3/94	2011 & 2014	(2) Split Systems & (2) Aerco gas fired boilers
Milton	N/A		(4) Rooftop units
Parkland	2/90	2009	(5) Split unit Heat Pump systems, (1) residential split unit – IT closet.
South Hill	4/06	2006	(3) Split unit Heat Pump systems, (1) residential split unit – IT closet.
Steilacoom	9/95	2009	(2) Rooftop packaged units, (1) residential split unit – IT closet
Summit	7/06	2006	(3) Split unit Heat Pump systems, (1) residential split unit – IT closet.
Sumner	11/95	2012	(6) Rooftop packaged units, (1) Rooftop split system
Tillicum	N/A	2014	(1) Rooftop packaged unit, (1) residential split unit – IT closet
University Place	2011	2011	(13) Mitsubishi AH, (2) Mitsubishi SPHP, (1) Mitsubishi, (1) Mitsubishi 1.5 ton AH & 1.5 ton SPAC, (1) HEATRCV, (10) VAV boxes
Admin Center	1/92	2013	(2) air handlers & Aermec heat pump, (1) Rooftop packaged unit, (1) Split unit Heat Pump / Dehumidifier – Data Center, (1) residential split unit – Training room, 29 VAV boxes

OTHER PROVISIONS

- a) **General:** The Contractor will furnish all equipment necessary to perform the task required. Equipment will be kept in top mechanical condition and conform to NFPA, UL, ANSI, and OSHA standards. All tools will be kept maintained in good working order at all times. All services in the contract should be within the capability of the Contractor. All Contractor equipment, materials, supplies, fuel and debris must be transported to and from all sites.

There is no on-site storage for the Contractor's equipment or materials. The Contractor shall provide the Library a project contact name and telephone number and a calendar when the required services will be performed. All work will be performed in a manner so as not to block access to, or disrupt the daily operation of PCLS facilities. The below paragraphs state the required number of occurrences of events; however, when the events will occur will be the Contractor's determination.

b) Contractor Minimum Qualifications, including but not limited to:

- In business for a minimum of seven (7) years;
 - Must have service technician with class 3 boiler licenses;
 - Must have demonstrated ability to service accounts similar to the size and scope of Library;
 - Response time for regular service calls must be within four (4) hours and for emergency calls within two (2) hours. The contractor must be available on a 24-hour basis in case of emergencies and shall employ an answering service or cellular telephone capable of reaching a service person twenty-four (24) hours a day. Answering machines are not acceptable;
 - Must have a minimum of six (6) journey level HVAC mechanics;
 - Must designate a dedicated lead technician to service the Library account;
 - Must have a proven track record of abiding by, conforming to, and performing to all OSHA standards;
 - Must have a proven track record of providing technicians up-to-date skills and training for all work related HVAC maintenance, including but not limited to equipment and on-the-job safety.
- c) **Clean-up:** After each visit to the Library sites, the Contractor will ensure that all debris has been removed. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to executing work contained in this proposal. The Contractor shall remove its tools, equipment, machinery and surplus material, and shall properly dispose of waste materials.
- d) **Other HVAC Maintenance Tasks:** On occasions, there may be other HVAC maintenance tasks not covered by this contract. In such instances, the Library will ask the Contractor to provide a time and materials quote for tasks.
- e) **Other Locations Added:** The Library may request that the Contractor take on other locations provided that the Library gives 30 days' notice. Contractor agrees to provide the Library price quotes comparable to existing locations in a contract. All other provisions of this RFB and contract shall apply to new locations.

PART 6: PERIOD OF PERFORMANCE

The initial period of performance of this contract is May 1, 2016 through April 30, 2017. This period of performance may be extended as outlined in Part 3, Contract Terms and Conditions.

PART 7: PRICING SCHEDULE

The bidders states that all item prices shown below are based on complying with all the requirements set forth in Part 5, Specifications and do not include any state sales tax.

Item	Location	Quarterly Price	Annual Price
SERVICE LOCATIONS			
1	Bonney Lake		
2	Buckley		
3	Eatonville		
4	Fife		
5	Gig Harbor		
6	Graham		
7	Key Center		
8	Lakewood		
9	Milton		
10	Parkland/Spanaway		
11	South Hill		
12	Steilacoom		
13	Summit		
14	Sumner		
15	Tillicum		
16	University Place		
17	Administrative Center & Library		
BASIC SERVICE LOCATION			
18	DuPont		
		Subtotal Price	
		State Sales Tax	
		Total Price	

PART 8: PAYMENT SCHEDULE

- The Contractor will submit an invoice quarterly
- The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.
- Invoicing for all work must be done quarterly and invoices must indicate separate charges for labor and materials, and material charges must be itemized. The contractor may only invoice for parts that have been furnished and installed; parts on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Statement of intent to pay prevailing wage rates and signed statement of compliance must be submitted to the Finance Office with any invoices. No invoices will be processed for payment without the above referenced documentation.
- The Contractor must take payments by credit card.
- The Library is required by law to withhold retainage from payment. For more information, please see retainage in Part 3.