

RFQ OCLS-HVAC-24-001
West Oaks Branch HVAC Replacement

Issue Date: February 2, 2024

Due Date: March 4, 2024

NOTICE IS HEREBY GIVEN that The Orange County Library System (“LIBRARY”), an independent special taxing district in the State of Florida, is soliciting sealed bids for:

RFQ OCLS-HVAC-24-001 – West Oaks Branch HVAC Replacement

Details of required work is included in Attachment A – Scope of Work.

QUOTATION SUBMISSION DUE DATE:

Sealed **printed** offers for furnishing the above will be accepted up to **3:00 PM (local time), Monday, March 4, 2024**, to:

Orange County Library System
Attn: Kristopher Shoemaker, Chief Financial Officer
5th Floor Human Resources Reception Desk
101 East Central Blvd.
Orlando, Florida 32801

BIDDERS are to hand deliver or mail sealed **printed** offers to the location noted above. Bids shall not be accepted via e-mail, telephone, fax or otherwise electronically. Responses received after the submission deadline and/or transmitted other than hand delivered or mailed shall be rejected.

NOTICE TO BIDDERS:

To ensure that your bids are responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your bid. Your communications concerning this RFQ should be directed in writing to the RFQ Project Coordinator listed below.

Name: Kristopher Shoemaker, Chief Financial Officer
E-Mail: OCLSBIDS@ocls.info

Bidders shall not contact any member of the LIBRARY or the LIBRARY’s Board of Trustees (except as provided below) regarding this RFQ until such time as a contract is awarded.

All inquiries pertaining to this Request For Quotations must be directed in writing through the RFQ Project Coordinator noted above.

All questions or concerns regarding this Request For Quotes (RFQ) shall be submitted by email to OCLSBIDS@ocls.info, no later than **3:00 PM Monday, February 12, 2024** to the attention of Kristopher Shoemaker, Chief Financial Officer, referencing the RFQ number. We will provide Responses by 3:00 pm on Friday, February 16, 2024.

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, printed and submitted with the sealed hand delivered or mailed offer. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone, fax or otherwise electronically shall not be accepted. Bids submitted outside of the designated hand delivered or mailed requirement shall be rejected as non-responsive regardless of where received.

The time and date for receipt of bids will be strictly observed. The LIBRARY shall not be responsible for late deliveries or mail delays. The date stamp and clock in the LIBRARY's 5th Floor Human Resources Reception Desk shall serve as the official authority to determine timeliness of the bid. **BIDDERS accept all risks of late delivery of mailed and hand delivered responses regardless of fault.**

Under no circumstances shall bids delivered after the time specified be considered. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Kristopher Shoemaker, CFO at the address listed above or by calling 407-835-7323. Please specify the bid number for which you are inquiring.

The LIBRARY is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The LIBRARY's Chief Financial Officer will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the LIBRARY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LIBRARY, nor shall any Contractor be authorized to use the LIBRARY's Tax Exemption Number in securing such materials.

BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the LIBRARY and such determination shall be final and binding upon all bidders. The LIBRARY reserves the right to request and review additional information to make such a determination.

Although the LIBRARY provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the LIBRARY. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

LEGAL REQUIREMENTS

All applicable Federal and State laws and LIBRARY policies that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

Contractors doing business with the LIBRARY are prohibited from discriminating against any employees, applicant, or client because on the basis of race, religion,

sex, sexual orientation and gender expression/identity, color, age, disability or handicap, national origin, creed, marital status, or veteran's status with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection. Violation of such laws shall be grounds for immediate contract termination.

GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the LIBRARY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the LIBRARY.

TOBACCO FREE CAMPUS

All LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas, roof tops and worksites. It is also applicable to Contractors and their personnel during contract performance on LIBRARY owned and/or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms

(including endorsements) as described herein. These requirements, as well as the LIBRARY's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/Sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the LIBRARY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then

Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County Library District, 101 East Central Blvd, Orlando, FL 32801.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the LIBRARY or the LIBRARY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the LIBRARY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Library District
101 East Central Blvd
Orlando, FL 32801

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Attachment A
Scope Of Work
West Oaks Branch – Replacement of (2) AHUs and (2) CUs

Background:

The West Oaks Branch was constructed in 2000 and is served by (2) DX VAV AHUs. Each AHU is served by (2) air-cooled condensing units, with two circuits of cooling each. The AHUs are original to the facility, along with (2) condensing units (CU-1B and 2B), while the other (2) CUs have been replaced within the last 5 years. AHU-1 is supplied by CU-1A (10-tons) and CU-1B (15-tons). AHU-2 is served by CU-2A (15-tons) and CU-2B (20-tons).

Equipment Information:

1. AHU-1 – Trane/MCCA021JBG0C0B000A00/Serial No K01A02965B
 - a. CU-1A – Trane/TTA12043DAB00AE/Serial No 19222616YA
 - b. CU-1B – Trane/TTA180B300DA/Serial No Z0153D4AH

2. AHU-2 – Trane/MCCA021MAL0C0A0DD/Serial No K01A02970B
 - a. CU-2A – Trane/TTA18043DAB00AE/Serial No 19222675TA
 - b. CU-2B – Trane/TTA240B300DA/Serial No R5227J8AH

Scope:

1. **Replace AHU-1 and AHU-2** with similar equal equipment, with similar configuration.
 - a. Power
 - i. Provide new breaker, if needed.
 - ii. Reuse existing VFDs.

 - b. Controls
 - i. Tie into existing Trane Control system to match current system operation and monitoring.

 - c. Sensors
 - i. Any sensor readouts/controllers mounted to the AHU shall be removed and remounted one new AHU is installed.

 - d. Rework duct connections to tie into AHU supply and intake openings.

 - e. OA Pre-Filter
 - i. Contractor shall rework the filter enclosure

2. **Replace CU-1B and CU-2B** with similar equal equipment.
 - a. Reuse existing disconnect switch.
 - b. Install new hurricane pad and strapping to meet building code requirements.
 - c. Ensure unit is mounted above adjacent grade.
 - d. Replacement will require disassembly and reassembly of enclosing chain link fencing.
3. Linesets to be reused.
 - a. Protect openings during demolition and installation.
 - b. Repair or replace, as needed, insulation at CU and AHU.
4. Reuse existing condensate drain lines. Extend or shorten as needed to reach current condensate disposal location.
5. Warranty:
 - a. Equipment
 - i. Equipment warranty shall cover 5 year compressor, 1 year parts.
 - b. Labor
 - i. Contractor shall provide 1 year labor
6. Commissioning:
 - a. Vendor is to commission the system to ensure the system works as intended by Manufacturer
7. Manufacturer:
 - a. Existing Equipment is Trane.
 - b. New equipment must be compatible with existing Trane controls.

Bid Sheet
RFQ OCLS-HVAC-24-001
West Oaks Branch HVAC Replacement

PARTS:

1. Replace AHU-1 Cost: \$ _____

i. Manufacturer _____

ii. Make _____

iii. Model _____

iv. Serial Number _____

2. Replace AHU-2 Cost: \$ _____

i. Manufacturer _____

ii. Make _____

iii. Model _____

iv. Serial Number _____

3. Replace CU-1B Cost: \$ _____

i. Manufacturer _____

ii. Make _____

iii. Model _____

iv. Serial Number _____

4. Replace CU-2B Cost: \$ _____

i. Manufacturer _____

ii. Make _____

iii. Model _____

iv. Serial Number _____

- 5. Replace CU-1B Hurricane Pad Cost: \$ _____
- 6. Replace CU-2B Hurricane Pad Cost: \$ _____
- 7. Replace Breaker (If Needed) Cost: \$ _____
- 8. Miscellaneous Items (Conduit, wires, Supplies) Cost: \$ _____

Total Parts: Cost: \$ _____

LABOR:

- 1. Labor To Remove/Replace AHU-1 Cost: \$ _____
- 2. Labor To Remove/Replace AHU-2 Cost: \$ _____
- 3. Labor To Remove/Replace CU-1B Cost: \$ _____
- 4. Labor To Remove/Replace CU-2B Cost: \$ _____
- 5. Labor To Remove/Replace Hurricane Pads Cost: \$ _____
- 6. Labor To Replace Breaker (If Needed) Cost: \$ _____
- 7. Labor To Tie Into Trane Controls Cost: \$ _____
- 8. Labor To Change Sensors/Controls Cost: \$ _____
- 9. Labor To Re-Work Duct Connections Cost: \$ _____
- 10. Labor To Re-Work Filter Enclosure Cost: \$ _____
- 11. Labor To Remove/Replace Fence Cost: \$ _____
- 12. Labor To Remove/Replace AHU-1 Cost: \$ _____
- 13. Labor to Commission System Cost: \$ _____

Total Labor: Cost: \$ _____

OTHER:

- | | |
|-------------------------------|----------------|
| 1. 5 Year Compressor Warranty | Cost: \$ _____ |
| 2. 1 Year Labor Warranty | Cost: \$ _____ |
| 3. Permits (If Needed) | Cost: \$ _____ |
| 4. _____ | Cost: \$ _____ |
| 5. _____ | Cost: \$ _____ |
| 6. _____ | Cost: \$ _____ |

Total Other: Cost: \$ _____

Total Cost: \$ _____

In addition to the cost, Bidder must provide the following information:

1. Copy of their State and local contractor license(s)
2. Three (3) References from commercial or government agencies the Bidder provided similar services to
3. Provide a Timeline of installation thru commissioning and acceptance assuming NTP is given on Friday, March 15, 2024.
4. Proof of Insurance will be required prior to contract award