

Office of Purchasing/Contracting

324 W. Evans Street

Florence, South Carolina 29501

REQUEST FOR PROPOSALS (RFP) NO. 2025-61 HVAC SERVICE SUBMISSION DEADLINE: October 21, 2025, 2:00 pm

PURPOSE OF THE REQUEST FOR PROPOSALS

The City of Florence, South Carolina (the City) is soliciting proposals from qualified vendors to provide service to HVAC systems at designated City facilities. Responses should be submitted based on the information and guidelines provided in this Request for Proposals

This RFP is being publicly advertised. The City will make the selection based on the responses submitted, interviews with organizations, and then negotiate a final agreement with the selected organization. Responders are welcome to establish consortiums or teams of organizations in connection with this RFP. The final selection of the organization will be based on the criteria set forth in this RFP.

All responses must be sealed and have "RFP 2025-61 HVAC" clearly marked on the outside for ease of identification by the City. Responses may be hand-delivered prior to the submission deadline at the address listed above. The City does not accept electronic/emailed responses. Directions may be obtained by calling (843) 665-3165. Any response received later than the submission deadline WILL NOT BE ACCEPTED OR CONSIDERED.

Responses submitted by mail should be addressed to: City of Florence, Attn: Lynwood F. Givens, Purchasing Agent, 324 W. Evans Street, Florence, SC 29501. The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

This solicitation does not commit the City of Florence to award a contract, to pay any costs incurred in the preparation of a response, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all submissions received as a result of this Request for Proposals, or to cancel it in part or in its entirety if it is in the best interest of the City of Florence.

Lynwood F. Givens Purchasing Agent

MINORITY, WOMAN, AND VETERAN OWNED BUSINESS

Minority Business Owners (minority, woman or Veteran owned businesses) will be afforded full opportunity to submit a response to the Request for Proposals and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award. It is the policy of the City that minority business and women owned business and veteran owned enterprises (MBE/WBE/VBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your proposal submission.

The successful contractor(s) must ensure that all subcontractors, agents, personnel assigned by, or employees of prime company and subcontractors are not discriminated against because of their race, color, religion, sex, or national origin. The successful contractor(s) must make positive efforts to provide equal employment opportunity for minority, women, and veteran owned businesses.

All submitted materials shall become the sole property of the City of Florence. Contractors will relinquish claim for return of submitted material. The City shall have sole discretion in evaluating the responses. The City reserves the right to reject any and all responses and is not bound to accept any response if it is contrary to the best interest of the City.

INSTRUCTIONS

Responses to the Request for Proposals will only be accepted from responsible and responsive organizations that have an established experience in HVAC systems and Maintenance.

No response may be withdrawn for a period of ninety (90) days after the submission date.

A responsive company is defined as one that has the capability in all respects to perform fully the requirements mentioned in the RFP document and the integrity and reliability which will assure good faith performance.

A responsive company is defined as one that has submitted a response which conforms in all respects to the RFP requirements.

Protest Period: Any actual or prospective company that is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Chief Financial Officer. The protest may be submitted at any time during the procurement process. However, if a prospective company wishes to protest, the formal protest must be submitted in writing and must be received by the City no later than seven (7) days from the date that the aggrieved actual or prospective company has been informed of the proposal results by the Purchasing Agent. Protests received by the City after the expiration of the seven (7) day protest period will not be considered by the City.

Disputes: In cases of disputes as to whether or not an item or service quoted or delivered meets the scope of work, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing the recommendation of the head of the department of the end user or other objective sources.

Deviations: Any deviations from the scope of services contained herein <u>must</u> be stated in the response for the City of Florence's consideration.

Changes: Any changes in this Request for Proposal after a contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the company. Any changes to the scope of services in this Request for Proposals package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

Ownership Of Material: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract shall belong exclusively to the City of Florence.

QUESTIONS AND INQUIRIES: The deadline for the submission of any and all questions and inquiries concerning this RFP is <u>October 14, 2025</u> at 5:00 pm. All questions must be directed to Lynwood F. Givens, Purchasing Agent in written format and e-mailed to <u>lgivens@cityofflorence.com</u>.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at www.cityofflorence.com/public-bid-information.

SCOPE OF SERVICES

The selected contractor shall provide all labor, supervision, tools, equipment, parts, and material required to maintain, repair, and service HVAC systems at designated City of Florence facilities

1. Preventive Maintenance:

- a. Bi-Annual inspections and service of all HVAC units
- b. Coil cleaning Once per year
- c. Belt replacement Once per year
- d. Lubrication of moving parts Once per year
- e. Checking refrigerant levels Once per year
- f. Thermostat calibration Once per year

2. Corrective/Repair Services:

- a. Diagnosis and repair of mechanical/electrical faults
- b. Emergency response within 2 hours of notification
- c. 12-24-hour response time to emergencies or critical facilities

3. Replacement and Installation:

- a. Recommendations for system replacement
- b. Removal and Installation of new HVAC systems (when authorized)
- c. Disposal of old equipment in accordance with regulations

4. Record Keeping and Reporting:

- a. Service reports for each visit
- b. Annual maintenance summary
- c. Recommendations for capital improvements

5. Facilities Covered (including but not limited to):

- a. City Center
- b. Police Stations
- c. Fire Stations
- d. Recreation Centers
- e. Public Works
- f. City-owned parks and Facilities

QUALIFICATIONS: The selected contractor must demonstrate

- 1. Valid South Carolina HVAC contractor license
- 2. Minimum of five (5) years of commercial HVAC experience
- 3. Proof of insurance: general liability, workers compensation, and vehicle coverage
- 4. 12–24-hour response time to emergencies or critical facilities
- 5. Strong references from similar municipal or institutional clients

CONTRACT TERM: The City intends to enter a contract for a term of three (3) years. Either party may cancel the contract without penalty with a ninety (90-day) written notice.

CONTENT OF PROPOSALS

All proposals must include the following:

- 1. Company background and qualifications
- 2. Proposed team and certifications
- 3. Description of services offered
- 4. Preventive maintenance schedule and checklist
- 5. Fee Structure
 - a. Hourly rates (regular and emergency)
 - b. Markup on parts/materials
 - c. Annual maintenance contract fee (if applicable)
- 6. References from at least three (3) similar clients
- 7. Copy of HVAC license

EVALUATION PROCEDURE

The City of Florence will review and evaluate proposals based on the following factors:

- 1. Qualifications
- 2. Services offered
- 3. Years of experience
- 4. Rate Schedule

Right to Reject Responses, Waive Irregularities, and Conduct Ex Parte Communications with Contractors: The City reserves the right to accept or reject any and all responses, at its sole discretion, received as a result of this RFP, to waive minor irregularities, and to conduct discussions with any or all prospective applicants, in any manner necessary to secure helpful information.

Right to Request Additional Information from Any or All Responders: The City reserves the right to request additional information from any or all prospective applicants, if necessary, to clarify that which is contained in the proposals.

Responders are requested to submit five (5) copies of the proposal. Due to time limitations of the Selection Committee members, responses should be limited to no longer than fifteen (15) single-sided pages. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 15-page limit). Additional supplemental information may be

submitted, under separate cover, in order to aid in organization selection. This information may include staff resumes, descriptions of similar municipal projects, project references, etc.

Responders are requested to submit six (6) copies of the proposal. Due to time limitations of the Selection Committee members, responses should be limited to no longer than fifteen (15) single-sided pages. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 15-page limit). Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information may include staff resumes, descriptions of similar municipal projects, project references, etc.

SELECTION PROCESS

The City has formed a Selection Committee to review the proposals and recommend an organization. The Selection Committee will be composed of the following members:

- 1. Parks, Recreation and Tourism Director
- 2. Public Works Director
- 3. Planning Director
- 4. Fire Chief
- 5. Project Engineer
- 6. Purchasing Agent

The Selection Committee will review all responses in accordance with the Evaluation Criteria outlined herein and make a final selection. All submissions must conform to this RFP. The Selection Committee reserves the right to interview any or all of the respondents if it is determined to be in the best interest of the City.

The submissions will be evaluated based on organization, completeness, and sufficiency of information requested throughout the submission. The factors for award directly correspond to the RFP requirements as previously outlined and have been assigned a point value.

Based upon its review of the evaluation and selection criteria itemized in the content of the proposals section, above, the Selection Committee may short-list three organizations deemed to be best suited to the needs of the City. If selected, these three organizations will then be interviewed by the committee. During the interview process, the short-listed organizations will be given the opportunity to discuss anticipated methods and their approach for furnishing the required services, and to seek further clarification of the project elements.

Based on the proposals and interviews with the short-listed organizations, the Selection Committee will select one organization for contract negotiation. Based upon the organization's price proposal, the Committee will attempt to negotiate a scope of services and contract price that is satisfactory to the City and organization. Upon completion of the negotiations, the committee will make its recommendation to the City Manager.

The City shall have sole discretion in evaluating the responses and the suitability of the responder to meet the City's needs. The City reserves the right to select the response or responses deemed to be in the best interest of the City. The City also reserves the right to reject any and all responses.

MANDATORY PRE-PROPOSAL MEETING

The City of Florence will hold a mandatory pre-proposal meeting on October 7, 2025 at 9:00 am, beginning at 324 W. Evans Street, Florence, SC 29501. Once all questions have been addressed regarding 324 W. Evans Street, we will visit all of the other City facilities. Attendance by a responsible representative of a potential responder is required at the pre-proposal meeting. Potential responders not properly represented at the pre-proposal meeting will not be considered for evaluation.

BUSINESS LICENSE REQUIREMENT

Entities that provide goods and services within the City limits are required to have a business license. The successful contractor/company will be required to contact the Business License Office, 324 West Evans Florence, SC 29501 prior to commencement of work. The Business License Office's phone number is (843) 665-3173 and the fax number is (843) 665-3171. The City's business license application can be viewed at the following URL: https://www.cityofflorence.com/business-licenses/licenses-and-fees

TAXES

The City of Florence pays SC Sales Taxes in the amount of 8%. However, the City of Florence is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **Include all taxes with your response.**

PROFESSIONAL INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful company shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful company shall name the City of Florence, South Carolina, its elected and appointed officials, officers, and employees "Additional Insureds" as their interests may appear but only with respect to services performed or provided by successful company on behalf of the City under Consultant's commercial general liability insurance policy. The successful company shall, within 10 days of the full execution of any contract resulting from this RFP, provide the City's Purchasing Agent with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer, or the selected company gives written notice to the City.

Without limiting the provisions of paragraph above, the selected company shall, during the term of any contract with the City, purchase and maintain insurance with limits not less than those set forth below.

The successful company shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the company shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

- Employer's Liability Insurance \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee
- Commercial General Liability Insurance \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate
- Automobile Liability Insurance \$1,000,000 combined single limit (bodily injury and property damage), each accident
- Professional Liability Insurance \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected company's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected company, or any individual or entity directly or indirectly employed by the selected company to perform any of the work, or anyone for whose acts, errors, or omissions the selected company may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected company's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose actions or failure to act the selected company may be liable) during the performance of this Agreement.

The selected company shall require any subconsultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected company. In addition, the selected company shall require any subconsultants and subcontractors to assume the selected company's indemnification obligations under any contract resulting from this RFQ to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected company.

COMPANY RESPONSIBILITY: Each company shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. The failure or omission of a company to acquaint itself with existing conditions shall in no way relieve them of any obligation with respect to this RFP or to the agreement.



REQUEST FOR PROPOSALS NO. 2025-61 Contact Information

The following form should be completed and submitted with your proposal.

Company Name:
Address:
City, State, Zip:
Phone Number:
Fax Number:
E-mail Address:
Printed Name of Authorized Agent:
Title:
Date: