



## **CITY OF WEST PLAINS**

**1910 HOLIDAY LN  
WEST PLAINS, MO 65775**

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### **REQUEST FOR PROPOSAL West Plains Public Library HVAC Upgrades**

**Issued by:  
Kristopher Bates  
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1910 Holiday Ln  
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<b>Date Issued</b>	March 13 <sup>th</sup> , 2024
<b>Deadline for Questions</b>	April 1 <sup>st</sup> , 2024
<b>Proposals must be Received On or Before</b>	April 2 <sup>nd</sup> , 2024

City of West Plains (COWP) is accepting proposals from qualified HVAC service installers as outlined in the following Scope of Work section. We invite your firm to submit a proposal to us by 2:00 p.m. on April 2, 2024, for consideration. A description of our organization, the services required, and the proposal requirements follow.

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## **Introduction**

The City of West Plains is a local government entity, located in Howell County, serving a population of approximately 13,000 citizens. The City provides many direct services to its community. This includes the West Plains Public Library which operates under the Community Services branch of the City. The West Plains Public Library serves as a cornerstone of knowledge, community engagement, and cultural enrichment in the vibrant city of West Plains. Established with a commitment to fostering a love for learning, literacy, and inclusivity, our library has been a cherished resource for residents and visitors alike.

The West Plains Public Library is more than just a repository of books; it is a dynamic hub that connects individuals with a vast array of information, technology, and educational opportunities. With a rich history spanning over 25 years, our library has evolved to meet the changing needs of our diverse population, continually striving to enhance the quality of life for all. The current HVAC system is the original system that went in during the construction of the building and is in need of upgrading to help meet those needs and demands.

## **Who May Respond**

The proposer shall have experience with installation, implementation, and service of HVAC systems and controls.

## **Objective**

The City of West Plains' objective is to contract with a skilled, experienced contractor who will represent the City's best interest to upgrade the heating, ventilation, and air conditioning (HVAC) system at the West Plains Public Library. The library seeks to enhance the overall comfort, energy efficiency, and environmental sustainability of its facilities through the installation of upgrades to the current HVAC system.

## **Scope of Work**

Assess the current HVAC system at West Plains Public Library and evaluate layout and needs through a site visit. Develop a detailed system upgrade design focusing on energy efficiency, comfort, and zoning. Recommend suitable equipment upgrades, procure from reputable manufacturers, and install with minimal disruption. Ensure compliance with local codes. Test and fine-tune for optimal performance. Provide staff training and documentation. Offer a comprehensive warranty and maintenance plan. Present a detailed budget and propose a realistic timeline. Comply with regulations and provide thorough documentation, including as-built drawings and certifications.

Contractors submitting in response to this RFP must meet the following minimum requirements:

1. Go away from the automated system and switch over to stand alone thermostats (chillers, boilers, and pumps).
2. New hot water and chilled water control valves on all air handlers.

3. Relocate two air handlers to a more serviceable location, get rid of the air handler above the reading room and reduct to the central library system.
4. Clean all coils and blower wheels.
5. Replace the 60-ton chiller.
6. Install 2 pumps on the hot water loop.

**The selected supplier shall be responsible for:**

- Installation
- Implementation

### **Terms of Contract**

The anticipated term of the proposed contract is upon award and will expire upon full acceptance of implemented software by the City of West Plains.

### **Insurance Requirements**

The contactor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by the Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- 4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person and;
- 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverages

afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner. Minimum requirements are as follows:

General Aggregate	\$2,000,000	Products-Comp/Op Agg	\$2,000,000
Personal \$ Adv Injury	\$1,000,000	Each Occurrence	\$1,000,000
Med Exp (any 1 person)	\$10,000		

### **Indemnification**

To the fullest extent permitted by law, contractor agrees to indemnify, defend and hold harmless the CITY, its elected officials, officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims damages, losses and expenses including but not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury(including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of the CITY or any of its agents or employees.

### **Bid Bond Requirement**

All bidders are required to submit a bid bond with their proposal. The bid bond must be in the form of a certified check, bank draft, or an irrevocable letter of credit issued by a reputable financial institution, and it should be equivalent to a percentage of the total bid amount. The purpose of the bid bond is to guarantee that the successful bidder will enter into a contract with the City of West Plains for the specified project.

### **Performance Bond Requirement**

Upon acceptance of the bid and award of the contract, the successful bidder will be required to furnish a performance bond. The performance bond should be in an amount equal to 100% of the total contract value and should be issued by a surety company with a credit rating deemed acceptable by the City of West Plains.

The performance bond is intended to ensure the satisfactory completion of the project in accordance with the terms and conditions outlined in the contract. The successful bidder must provide the performance bond within 30 days from the date of contract award.

## **Proposal Requirements**

CONTRACTOR's proposal shall include the following items in the following sequence.

- A. **EXECUTIVE SUMMARY**: The summary shall include a statement of the work to be accomplished, how Contractor proposes to accomplish and perform each specific service and unique problems perceived by Contractor and their solutions.
- B. **SIGNATURE PAGE**: CONTRACTOR must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. (Attachment A)
- C. **PRICING SCHEDULE**: CONTRACTOR shall fill out and attach a Pricing Sheet.

## **Proposal Submission Instructions**

### **1. Closing Submission Date**

- a. All respondents to the RFP shall submit **three (3) printed proposals**. The proposal must be sent or delivered to and marked as follows:

**City of West Plains  
Kristopher Bates, Purchasing Agent  
1910 Holiday Lane  
West Plains, MO 65775**

**Sealed Proposals for:  
West Plains Public Library HVAC Upgrades**

- b. **Proposals must be received at the** COWP (1910 Holiday Lane, West Plains, MO 65775) no later than 2:00 p.m. on April 02, 2024.
- c. The proposal and all fees shall be included in on packaged and sealed envelope. The RFP shall be clearly marked on the outside of the sealed envelope. If the proposal is sent by mail or overnight delivery service, it is the responsibility of the firm to ensure that the proposal is received by COWP by the date and time specified above. **Late proposals will not be considered.**

### **2. Inquiries**

- a. Inquiries concerning this RFP should be directed to Kristopher Bates, GIS Purchasing Agent, Phone Number 417-256-7176 ext. 2241 or email at [kristopher.bates@westplains.gov](mailto:kristopher.bates@westplains.gov)

### **3. Conditions on Proposal**

- a. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the firm and will not be reimbursed by COWP.
- b. Fee proposal amounts must remain firm fixed amounts for 90 days from the proposal due date and remain in effect during contract negotiations.
- c. By agreeing to take part in this proposal process, you agree to keep in confidence all information provided during the proposal process, not to disclose it to third parties and not to use it for any purpose other than for the proposal.

## **Evaluation Criteria**

The City of West Plains will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to the RFP. The City may select a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP.

It should be specifically understood that this RFP does not create any obligation on the part of COWP to enter any contract or to undertake any financial responsibility. Likewise, COWP is not liable for any cost incurred by any consulting firm prior to the execution of a written contract, including efforts to generate and submit proposals, or any other costs incurred while participating in this RFP process.

COWP also reserves the right to waive, alter, disregard, all portions of this RFP where the best interest of COWP would not be served.

COWP intends to notify the winning bid within 45 days of the proposal due date.

## ATTACHMENT A -SIGNATURE PAGE

### Proposer Warranties

1. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in the RFP.
2. Proposer warrants that it is willing and able to comply with State of Missouri Laws with respect to foreign (non-state of Missouri) corporations (if applicable).
3. Proposer warrants that it is willing and able to obtain insurance providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
4. Proposer warrants that it will not delegate or subcontract its responsibilities under its agreement with COWP without the prior written permission from COWP.
5. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
6. Proposer certifies the pricing provided in the Pricing Schedule on Attachment C is good for 45 days.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_