

REQUEST FOR BIDS ROOFTOP HVAC REPLACEMENT

City of Tipp City
Tipp City, Ohio



ISSUED BY: City of Tipp City
260 South Garber Drive
Tipp City, Ohio 45371
937-506-3182
Attention: Doug Arnold, Facilities Supervisor

PROPOSAL DUE BY: **January 22nd, 2015**
2:00 p.m. EST

REQUEST FOR BIDS

PURPOSE OF REQUEST

The City of Tipp City ("City") through this Request for Proposal ("RFP") invites written Bids from qualified firms (the "firm") to provide **DESIGN, REMOVAL AND REINSTALLATION of (10) ten REPLACEMENT ROOFTOP HVAC UNITS and 1 (one) MINI-SPLIT AC UNIT.** Bids should be submitted as instructed in Section II.

INSTRUCTIONS TO BIDDERS

- A. Each firm will submit one (1) original bids and four (4) copies of which should be delivered in a sealed envelope labeled "HVAC BID" as follows:

U. S. Mail:

City of Tipp City
260 South Garber Drive
Tipp City, Ohio 45371
937-506-3182
Attention: Doug Arnold, Facilities Supervisor

Overnight Delivery (Federal Express, UPS, etc.):

City of Tipp City
260 South Garber Drive
Tipp City, Ohio 45371
937-506-3182
Attention: Doug Arnold, Facilities Supervisor

- B. All bids must be delivered by **2:00 p.m. prevailing time**, on **Friday January 22nd, 2015**. Requests for extension of time to submit will not be granted. Late BIDS will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Bids sent via e-mail or fax will not be accepted.
- C. It is the sole responsibility of the firm to insure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign all five (5) copies. The name, address and telephone number of the person to contact must be clearly identified. All preparation costs are the responsibility of the firm.
- D. Any questions about the bid should be directed in writing to:
- Doug Arnold
Facilities Supervisor
260 South Garber Dr.
Tipp City, Ohio 45371
(937) 506-3182
arnoldd@tippcity.net

E. The City has set the following tentative schedule for the selection process:

Action Item	Date
Request for Bids Issued	Dec. 19th 2014
Advertised in paper	Jan 7 th and 14 th , 2015
Mandatory Pre-bid Meeting	Jan 15th, 2015 @ 9am
Deadline for Bids Submission	Jan 22nd, 2015 @ 2 p.m.
Approval by City Council	February 2nd, 2015
Notice to Proceed and PO issuance	February 13th, 2015

F. No bid may be withdrawn for a period of ninety (90) days after the proposal submission deadline.

SELECTION PROCESS AND CRITERIA

The City will evaluate all bids during which time they may ask questions of a clarifying nature from the firm(s) and/or contact any references provided. The City will then prepare a written recommendation to present to City Council.

The City reserves the right to reject any or all bids, to waive any informality in a proposal and/or to accept that bid which is in the best interest of the City.

The selection process used for determining the most successful proposal is best described as a "Competitive bids" process in which pricing is one of the most important criteria but not the only criteria. The factors in the evaluation process include:

- A. Experience of the firm. Number of years and type of experience will be considered, as well as specific experience (verifiable through references) in the State of Ohio.
- B. Organization, size, and structure of the firm.
- C. Responsiveness of the written proposal to the scope of services outlined in the City's request and adherence to the proposal format.
- D. Proposed bid and alternative solutions.

TERMS AND CONDITIONS

1. The City is seeking bids from Contractors to provide design and replacement of 10 (ten) rooftop HVAC units and 1 (one) Mini-Split AC unit.
2. The City reserves the right to reject any or all bids, or to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the award of the proposal.
3. The City reserves the right to request clarification of information submitted and to request additional information from firms submitting bids.
4. The City has a one and a half percent (1 ½%) local income tax which the contractor and subs shall be liable for.
5. Since the anticipated cost of this repair/replacement project is above \$75,000 Prevailing Wage Rates will apply. See Attachment "H" for this information. John Green, Finance Director, (937.667.8424) is the Prevailing Wage Coordinator for the City.
6. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the City the services set forth in the enclosed specifications.
7. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
8. Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the bid document. The City reserves the right to reject any agreement that does not conform to the bid document and to any City requirements for agreements and contracts.
9. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
10. No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City.

ADDITIONAL ITEMS

Independent Contractor

It is understood, agreed, and recognized, the successful vendor awarded the contract will be an independent contractor and not an employee of the City of Tipp City. The successful vendor will be required to comply with such terms and conditions established by City of Tipp City with regard to clearances, confidentiality indemnification and termination of services.

Governing Law and Venue

Awarded vendor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of Ohio and/or the City of Tipp City, including all matters of construction, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise.

Collusion

Any agreement or collusion among vendors or perspective vendors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render bids of such vendors void and shall cause such vendors to be disqualified from submitting bids to the City of Tipp City.

Reference Information

Service provider shall provide a list of five (5) customers for whom they are currently or have provided services. At least one of the references should be a City or County Government.

Assignment and Subcontracting

The service provider may not subcontract, transfer, or assign any portion of the contract.
Right to Refuse Personnel

Service providers must submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: certification, length of time employed by said contractor, evidence of background security check and date of last drug test. This includes part-time and full-time employees. The City reserves the right to refuse, at its sole discretion, any personnel.

CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph. The policies shall also protect the City of Tipp City, their officers, agents and employees as additional insured, and shall be in a form approved by the Director of Law of The City of Tipp City.

Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be filed and current copies maintained during the contract period with the Director of Finance of the City of Tipp City. The Contractor may also be required to submit the original insurance policies for inspection and approval of the City of Tipp City before work is commenced. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days' notice in advance to the City of Tipp City and the policies shall so provide. The Contractor shall provide the following insurance:

- A. Workman's Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this Contract, including providing the City of Tipp City with a current copy on an annual basis (October 1st of each year) Workman's Compensation Insurance for all of his employees, in accordance with the laws of the State of Ohio. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide such insurance for any such employees, and shall provide or cause each Subcontractor to provide, Employer's Liability Insurance for the protection of their employees not protected by the Workman's Compensation Statute.

- B. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract, including providing the City of Tipp City with a current copy on an annual basis (October 1st of each year) Comprehensive Public Liability and Property Damage Insurance to protect them, the City of Tipp City and any Subcontractor during the performance of any work covered by this Contract from claims or damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City of Tipp City. Each insurance policy shall name the City of Tipp City as Insured along with the Contractor. The primary insurance policy shall not be less than a minimum single limit of \$1,000,000. In addition, a \$1,000,000 excess policy will be required.

- C. Automobile Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract, including providing the City of Tipp city with a current copy on an annual basis (October 1st of each year) Automobile Insurance and Property Damage Insurance, under a comprehensive form, to protect him, the City of Tipp City and any Subcontractor during the performance of any work covered by this Contract from claims or damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City of Tipp City. The insurance policy shall name the City of Tipp City as Insured along with the Contractor. The primary insurance policy shall not be less than a minimum single limit of \$1,000,000. In addition, a \$1,000,000 excess policy shall be required.

This shall cover all motor vehicles engaged in any and all operations performed, directly or indirectly, under the terms of this Contract.

Section II **HVAC Replacement**

The City of Tipp City is seeking a well-qualified firm to provide HVAC rooftop unit replacement at the Tipp City Government Center. The work will include replacement of 10 (ten) rooftop HVAC units and 1 (one) mini-split unit. **Some resizing design will be required in at least 3 areas (noted on attached print) that currently require the use of RAWAL devices and reduced burner orifices as a result of over-capacity.**

Scope of Services

The City of Tipp City is soliciting bids for a turnkey project to provide and install ten (10) rooftop high efficiency HVAC unit replacements and one split system at the City's Police Department. Work must be completed as to not adversely affect the 24 hour operation of the building.

This work shall be completed prior to May 1st, 2015

Bids shall also include the removal and disposal of the HVAC units being replaced, start-up support, and training of City Staff.

HVAC EQUIPMENT SPECIFICATIONS

1. Provide engineering review, load calculations and zoning as required to replace 10 Carrier package rooftop units and one split system that have been damaged by hail. Mechanical Contractor is responsible for complete turnkey operating design and install.

Proposed Unit Features:

- Carrier/Mitsubishi manufactured packaged unit or approved equal
- Scroll Compressors with 5 year manufacturer's warranty.
- Natural gas fired
- Single stage cooling and heating
- Compressor time delay, phase protection
- Manual outside Air Dampers
- Hail guards

EXISTING UNITS

RTU #	Brand	Model #	Tonnage
1	Carrier	48TCEA04A2A4	3
2	Carrier	48TCFA06A3A5	5
3	Carrier	48TCFA07A2A5	6
4	Carrier	48TCFA06A2A5	5
5	Carrier	48TCEA06A2A5	5
6	Carrier	48TCEA06A2A5	5
7	Carrier	48TCEA05A2A5	4
8	Carrier	48TCFA07A2A5	6
9	Carrier	48TCEA04A2A5	3
10	Carrier	48TCFD08A2A5	7.5
	Mitsubishi	MIT-PUY-A36NHA4	3

2. Provide and install adapt-a-curbs as required.
3. All structural and curb installation to meet OMC 301.12 design and properly resist 90 MPH wind pressure as required. Includes installing OEM hurricane clips with #12 TEK screws per manufacturer's specifications.
4. Provide and install initial 2" depth pleated Farr Aeropleat III or equivalent, MERV 8 and MERV-A when evaluated under ASHRAE Testing Standard 52.2 air filters. These filters should be replaced at a minimum of quarterly thereafter.
5. All work and equipment selection to meet efficiency, outside air requirements and installation requirements per ASHRAE Standard 90.1- 2010.
6. Reuse existing thermostats and control wiring.
7. Transfer, provide and install Schedule 40, black steel screw natural gas piping per NFPA 54 and International Fuel Code 2009 specifications.
8. Provide and install trapped Schedule 40, PVC condensate piping.
9. Reuse smoke detectors. Assumes units that require them have them already in place. Ohio Building Code (OBC) requires smoke detectors for units greater than 2,000 cfm. Does not include wiring to head end central fire protection system if exists and/or required.
10. Transfer existing 208/3/60 electric circuits including conduit to new units and reuse existing weatherproof disconnects and fuses. Electrical work to be installed in complete per NEC code and specifications.

11. Mitsubishi unit (or approved equal) must include a low ambient feature and have the same size indoor wall unit as the existing. Install new inside controls as needed. Installation of this unit must be completed the same day of removal.
12. Obtain and provide all State / Local applicable permits for HVAC mechanical and electrical work. Mechanical Contractor responsible for all fees.
13. Provide all crane and rigging as required for setting of units.
14. Startup, check and uncertified air balance.
15. Work to be completed during normal business hours.
16. Mechanical Contractor to subcontract all special grounding/bonding for lightning protection as required.
17. Provide training, one operation and maintenance manual including warranty papers.
18. One source contractor for engineering, mechanical-electrical work, installation, material and labor.
19. Include workers compensation, and insurance certifications as required.
20. Includes 5 year manufacturer's warranty on compressor, 10 year manufacturer's warranty on heat exchanger, 1 year manufacturer's warranty on parts and complete 1 year parts and labor warranty on new installation.
21. Maintain operable environment for the building.
22. Daily cleanup and removal of debris.

REMOVAL AND DISPOSAL OF EXISTING EQUIPMENT

Contractor shall be responsible for the timely removal and disposal of all HVAC units being replaced.

MANDATORY SITE VISIT

A site visit is required by all interested parties; and firms interested in bidding should meet Mr. Doug Arnold in the lobby of the Police Department at 9:00 am on January 15th, 2015. Failure by a bidder to attend the site visit may result in its bid being rejected by the City.

DRAWINGS

Drawings and specifications of existing units (with the exception of the mini-split) are available at the Tipp City Government Center for pickup or they can be emailed upon request.

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the HVAC Replacement Services, hereby proposes and agrees to fully perform HVAC Replacement Services within the time stated and in strict accordance with the Bid Documents for the following:

PROPOSED UNITS AND COST

RTU#	BRAND	EQUAL BRAND	MODEL#	TONNAGE	COST
1	Carrier				\$
2	Carrier				
3	Carrier				
4	Carrier				
5	Carrier				
6	Carrier				
7	Carrier				
8	Carrier				
9	Carrier				
10	Carrier				
	Mitsubishi		MIT-PUY-A36NHA4	3	\$

Grand Total Project Cost: \$

Additional project costs or fees with description:

PROPOSAL FORM (cont.)

Experience of the firm. Number of years and type of experience will be considered, as well as specific experience (verifiable through references) in the State of Ohio. (Use separate sheet/document if necessary)

Organization, size, and structure of the firm. (Use separate sheet/document if necessary)

BIDDER _____

ADDRESS: _____

Phone # _____

Fax # _____

E-Mail _____

By _____

Signature _____

Title _____

Date _____

The following Attachments are to be supplied by each proposal:

For a bid to be considered complete the following attachments must be included with your bid:

1. Attachment "A" – PERSONAL PROPERTY TAX AFFIDAVIT
2. Attachment "B" – NON-COLLUSION AFFIDAVIT
3. Attachment "C" – Worker's Compensation Certificate (you supply)
4. Attachment "D" – Insurance Certificate (you supply)
5. Attachment "E" – BID VARIANCE FORM
6. Attachment "F" – OSHA COMPLIANCE FORM
7. Attachment "G" – CONFLICT OF INTEREST/CONTINGENCY
FEES/CERTIFICATION BY SUBCONTRACTOR
8. Attachment "H" – PREVAILING WAGE PACKET

Attachment "A"

**PERSONAL PROPERTY TAX AFFIDAVIT
(City of Tipp City)**

State of _____ County of _____

The undersigned, _____ being first duly sworn, deposes
and says that I am _____ of _____
(sole owner, a partner, president, secretary, etc) (company name)

the party making the foregoing Proposal and the party who may be awarded the contract by the City of Tipp City. Furthermore, I hereby affirm under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the Proposal was submitted, the above party **WAS or WAS NOT** (Circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Miami County, Ohio.

If such charge for delinquent personal property tax lists on the General Tax List of Personal Property for Miami County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. In such case, a copy of the statement shall be transmitted by the Director of Finance of the City of Tipp City to the Miami County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Taxes	\$ _____
Penalties	\$ _____
Interest	\$ _____
TOTAL	\$ _____

Signature

Title

Print/Type Name

Subscribed and sworn to before me on this _____ day of _____, 20__

Notary
Seal

Notary Public

Attachment "B"

NON-COLLUSION AFFIDAVIT – City of Tipp City

State of _____ County of _____

Contractor _____

I, _____ being first duly sworn, deposes and says that he/she is the
_____ of _____, the party making the
(sole owner, a partner, president, secretary, etc) (name of company)

the foregoing proposal: that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation: that such Proposal is genuine and not collusive or sham; that said Proposal has not directly or indirectly induced or solicited any other Proposal to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposal or anyone else to put in a sham Proposal, or that any one shall refrain from proposing; that said Proposal has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer, or to fix overhead, profit, or cost element of such Proposal price, or of that of any other Proposer or to secure any advantage against the Owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Proposal are true; and further, that said Proposer has not directly or Indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or the financial interest with said Proposer in his/her general business.

Signed:

Contractor

Printed or Typed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary
Seal

Notary

Attachment “C” – Worker’s Compensation Certificate, and

Attachment “D” – Insurance Certificate

Attachment "E"

BID VARIANCE FORM

List all Variances below, specify reason, and alternate proposal:

_____ Signature	_____ Title
_____ Typed Name	_____ Date

Attachment "F"

OSHA COMPLIANCE FORM

The undersigned officer of _____ hereby states
(contractor/firm)
that said company/firm is in compliance with OSHA requirements. Further this project and all work done by the prime contractor, sub-contractors, or others shall comply and follow OSHA requirements.

Signature of Officer

Title

Print/Type Name

Subscribed and sworn to before me on this _____ day of _____, 20__

Notary
Seal

Notary Public

Attachment "G"

CONFLICT OF INTEREST/CONTINGENCY FEES/CERTIFICATION BY SUBCONTRACTORS

The bid requires responding firms to state that to the best of their knowledge there are no circumstances that shall cause a conflict of interest in performing services for the City of Tipp City. The successful firm will be required to sign as part of the terms and conditions of their being engaged by the City the following statements regarding conflict of interest and contingency fees.

Conflict of Interest Statement:

“As a duly authorized representative of _____ (“Firm”) I, _____, titled _____ certify that to the best of my knowledge no circumstances exist which will cause a conflict of interest in performing services for The City of Tipp City, that no employee of The City of Tipp City, nor any public agency official or employee affected by this Request for BIDS has any pecuniary interest in the business of this Firm, associates or consultants of this Firm, or the Firm’s parent firm, subsidiary, or other legal entity of which this Firm is a part, and that no person associated with or employed by this Firm has any interest that would conflict in any manner or degree with the performance of services for The City of Tipp City. I further certify that should I become aware of any circumstances that may cause a conflict of interest during the term of this contract; I will immediately notify the City of Tipp City. I understand that if Pocono Mountain School City determines a conflict of interest exists, it may require the Firm to take action to remedy the conflict of interest or terminate the agreement without liability. the City of Tipp City shall have the right to recover any fees paid to the Firm for services rendered which were performed while a conflict of interest existed or during a time after which the Firm did not notify the City within one week of becoming aware of the existence of the conflict of interest.”

Signed:

Contractor Printed or Typed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary
Seal

Notary

Attachment "H" – Prevailing wage packet