



Design/ Build Request for Proposals for HVAC Automated Controls

The City seeks proposals for the installation of HVAC Automated Controls, Honeywell Web Vision or equivalent to, that is a non-proprietary system and all associated appurtenances, materials, equipment and labor necessary for a proper and complete installation.

Proposal Due Date: Detailed proposals shall be submitted digitally to jwalker@delawareohio.net and kgepper@delawareohio.net no later than 11:00am local time on May 31, 2019. All questions regarding scope of services must be submitted in writing by May 15, 2019 by 4pm to the above email addresses. An addendum, as needed, will be provided to all potential respondents by 4pm on May 17, 2019.

Project Location: The facility where all work associated with this RFP is the City of Delaware; Justice Center located at 70 North Union Street, Delaware, Ohio.

Background: The HVAC at the facility is currently served by Johnson Controls Metasys. The system is original to the building with no upgrades. Thirteen of fifty-five controls for the water sourced heat pumps are currently not working. Three boilers, two circulation pumps, Liebert System and a cooling tower are all connected to the system. The current system does not have remote access.

Scope of Services: The existing Johnson Control unit is in the mechanical room in the basement of the Justice Center at 70 North Union Street. All of the controls and sensors are located throughout the entire building from the second floor down to the basement. The heat pumps are all ceiling mounted with most above drop ceiling tile. The City is requiring that the new control system, including software and any hardware updates necessary, be non-proprietary. The City will provide a PC for on-site system operation and a portable device for remote access. Contractor shall install necessary software on both devices and ensure proper operation. Any software and licensing fees associated with this project required for either device for both initial start-up and no less than one-year's operation shall be provided by the contractor.

The contractor's proposal will include all work necessary to properly install the HVAC automated control system; controls, sensors, and any software needed for the computer and portable device. All new wire shall be run from the main unit to all mechanical systems and all sensors. All abandoned systems including wiring will be removed as part of this agreement. It is anticipated that each proposal will include a detailed summary of all equipment, materials, and services to be provided for a successful installation. Any modification necessary during the installation to make the system work is at the expense of the contractor.

The contractor shall submit with the proposal with itemized costs to reflect each individual work item being included. If alternative equipment, materials or means and methods for completing the work are to be suggested, they must be separately identified in the cost proposal and be submitted with a narrative justifying the purpose and reasoning associated with each proposed alternate.

Property Access: Contractor and its employees entering the building will need to submit a photo ID along with social security numbers for mandatory background checks to be performed prior to working in the Justice Center. Background checks are performed by the Delaware City Police Department. Some areas will require constant supervision by City staff. Any work being done in public areas of the building will require the Contractor to have an employee on the ground at any point while another employee is on a ladder or above the ceiling level to maintain control of all tools and materials on the ground level.

Because the building is occupied by staff performing critical City services Monday - Friday from 8 am to 5 pm on the second floor, and 24 hours a day 7 days a week on the first floor and basement, complete closure of the building, floors or offices thereof is not possible during the workweek. City maintenance staff works from 7 am to 4 pm Monday – Friday. Work in the courtrooms will also be limited to times when they are not in use. Limited access in the other work areas will be possible during installation. Access outside of normal work hours and over the weekend is possible with proper arrangement through the City. Certain disruptive activities such as drilling through the floor may be considered for performance during non-business hours. The cost for performing any overtime work must be separately identified in the cost proposal. The City will provide two parking spaces in the adjoining parking lot near the side entry on the south side of the building for use by the Contractor throughout the project. Additional parking is available in the remaining parking lot. Contractor equipment and vehicles are the Contractor’s responsibility to monitor and protect.

Protection of Existing Facility: The contractor is responsible to provide all necessary measures to protect the integrity and safety of the building and its occupants at all times during the work. The cost of protection may include items such as drop cloths to protect walls, floors, carpeting, and furniture. At all times during the work, the contractor must maintain the building temperature within a range of 65 to 75 degrees Fahrenheit. In order to accomplish this standard, the contractor will plan their activities based on outside temperatures and if necessary, supply, at their cost, stand-alone systems to maintain internal temperatures within specified temperature range.

Schedule: Time is of the essence in the completion of all work associated with the contract. The City acknowledges the lead time necessary to order any necessary equipment. Accordingly, the City is requesting that the proposal include a preliminary schedule to include lead time for ordering equipment/software, installation, programming and trial operation.

The contractor shall submit a detailed schedule with project completion date based on calendar days upon contract execution.

Equipment and Work Warranty: The proposal shall specify all manufacturer, equipment and workmanship warranties included with the specified cost. The City also desires to entertain additional extended equipment and service warranties offered, which should be separately listed in the cost proposal, and may or may not be authorized at the City's discretion. As part of this work, the City requires the equipment installation and start-up operation to be certified and witnessed by a factory representative.

Contractor(s) Licensing, Certifications, Bonding and Insurance: The City of Delaware requires a contractor's registration and proof of insurance with the City named as an additional insured, application may be obtained at the Building Department or on line at www.delawareohio.net. All Specialty contractors, HVAC and Electrical must also show proof of State Licensure. The Contractor is responsible for maintaining the level and type of insurance coverage in all locations when working under the direction of this contract. **The Contractor shall obtain and maintain during the life of the contract such full insurance coverage wherein the City of Delaware is named as an additional insured,** and shall protect himself, the City of Delaware and any Subcontractor performing work covered by the contract from claims from property damage, product liability and personal injury, including accidental death which may arise from operations to be performed by the Contractor or by any Subcontractor or by anyone directly employed by either of those parties.

These policies shall contain the following special provisions: "The Company agrees that 30 days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notification shall be mailed to the City of Delaware, City Hall, 1 South Sandusky Street, Delaware, Ohio 43015. Certificates of Insurance indicating the availability of the described coverage will be filed with the City of Delaware within 30 business days from the award of the contract. The amounts of the insurance shall be as follows:

- a. Public Liability Insurance for bodily injuries, including accidental death, in the amount of not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate, and
- b. Property Damage Insurance in the amount not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate.

The successful contractor, vendor, etc.... must submit their insurance certificate naming the City of Delaware as an additional insured on ISO Form CG 2010 (11/85 edition). All other forms will be rejected.

Workers Compensation: Along with the bid, each bidder must submit a letter certifying that their organization is covered by Worker's Compensation. Upon award, the successful vendor shall submit proof of such coverage.

Taxation: The City is exempt from taxation. Federal transportation and excise taxes as well as state excise taxes shall not be included in bid prices. Tax exemption certificates will be furnished upon request.

Labor Rates: This project requires all wages for regular and overtime hours be compensated at the current established State of Ohio Prevailing Wage rates for all of the contractor's and subcontractor's employees.

Permits & Fees: Contractor is responsible to complete, submit, and pay the cost of any and all permits and associated fees, and freight charges associated with the performance of this work, except those fees normally charged by the City of Delaware which will be waived accordingly.

Inspection of Facilities: Perspective bidders are invited to attend a pre-proposal meeting on May 13, 2019 at 9:00am local time at the Justice Center lobby. Attendance is encouraged and will be taken into consideration when evaluating submitted proposals.

Project Contact: All questions regarding the contract proposal shall be directed to Jackie Walker, Assistant City Manager jwalker@delawareohio.net and kgepper@delawareohio.net. Questions may be submitted via email only no later than May 15, 2019 by 4pm. All responses will be posted on the City's website by May 17, 2019 at 4:00pm. It is the responsibility of the perspective bidders to check the website for the responses.

Proposal Review and Award: Each proposal received shall be reviewed by a team consisting of representatives from the City Manager's Office, Chief Building Official, and the Public Works Department Facilities Maintenance Division. Award will go to the proposal determined to be the lowest and most responsive to the request.

Contract Agreement: The final contract agreement between the City and Contractor shall include the City's standard work agreement subject to the review and approval of the City Attorney; this Request for Proposal in its entirety, and the Contractor's accepted proposal as submitted and amended by mutual agreement.

Payment: The City agrees to pay fifty percent (50%) of the contract cost upon verification of the approval of an order for the control system and components, and the remaining fifty percent (50%) upon completion and acceptance of all work items. The City has 30 days to make payment upon receipt of contractor invoice.

Liquidated Damages: The City will enforce liquidated damages of \$250 per day for every calendar day that the Contractor fails to complete the project past the schedule. The project is considered complete when it is functioning properly in the City's opinion, training has been complete and all supporting documents including O&M manuals have been received by the City.

References & Experience: Contractor is to submit three references of similar sized control installation projects completed over the past two years. Contractor may also submit additional information regarding their experience with the HVAC automation control systems being proposed and to adequately describe their specific approach to addressing the scope of services based on their inspection of the Justice Center HVAC system and professional knowledge of the included repairs and operation.