

CITY OF SOUTH PORTLAND RFP FOR REPLACEMENT OF REDBANK COMMUNITY
RECREATION CENTER HVAC UNITS

CITY OF SOUTH PORTLAND

Request for Proposals – RFP #13-14

The City of South Portland, Maine is requesting proposals for Replacement of Redbank Community Center HVAC Unit as specified below and in the attached Request for Proposals and Specifications.

Complete written proposals shall be submitted in envelopes plainly marked "**Bid #13-14 Redbank HVAC**" to the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine, 04106 not later than **2:00 P.M., Tuesday, October 15, 2013** at which time they will be publicly opened and read aloud.

Proposals received after that time and date shall not be considered. Proposals will be evaluated in accordance with the specifications detailed in the attached. Consultants are requested to submit an original signed proposal and three additional copies.

A mandatory pre-bid meeting will take place **Friday, October 11, 2013, at 10:00 A.M., Redbank Community Center, 1 McArthur Circle, South Portland, ME**

Proposals shall remain in effect for a period of 90 days after the opening date.

The selected consultant will be required to sign a standard City contract, substantially similar to that included in the RFP as Attachment A, and provide a certificate of insurance for public liability, property damage and worker's compensation coverage.

Each proposal shall be signed by a person legally authorized to bind the firm to a contract. The firm shall signify in their proposal that all conditions outlined in this Request for Proposal and the attached have been read and understood. The firm shall rely only on information contained in this Request for Proposal and written addenda hereto.

Selected sections of the firm's response may be incorporated as part of any agreement the City executes with the selected firm.

Questions regarding this Request for Proposal may be directed to Rick Towle, Director, at (207) 767-7650. Questions, which may influence responses, will be answered in writing with copies to all known bidders as addenda to this Request for Proposal.

The City of South Portland reserves the right to negotiate with the selected firm as to the scope of services and fees, whether or not that proposal is the lowest cost to the City. Negotiations are intended to lead to a binding contract, subject to City Council approval. Proposals must be submitted for the entire project.

The successful consultant shall agree to defend, indemnify, and hold the City harmless from and against any and all such claims whatsoever arising out of or occurring during

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the performance of these services and occasioned directly or indirectly by its error or omission, negligence or fault.

Prior to the City entering a contract, the successful consultant shall provide evidence satisfactory to the City of both Professional and Public Liability insurance and a certificate of Worker's Compensation insurance.

The City also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

Colleen C. Selberg
Purchasing Agent

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Background

The City of South Portland Redbank Community Center is located at 1 McArthur Circle, in South Portland, Maine. The roof top Heating and Ventilation Units (HVU) were installed in 1998, and serve to dehumidify, ventilate and heat the gym as well as common areas inside this facility. The units currently in place were manufactured by Sterling. However, the original specifications called for two units Manufactured by Trane.

The HVU experiences operation and performance problems relating to supply and general integrity of the units. The City wishes to replace the units to restore its original operating performance and reliability standards.

System Description

The roof top air handling units are 8,000 cfm and 2,000 cfm respectively located in two separate locations on the roof of the Recreation Center. The units operate to maintain spaces dedicated to community recreation operating at approximately 78 degrees during all times of the year.

Scope of Work

The general scope of work for the repair and replacement of the Recreation Center HVU units is as follows:

Replace both roof top units components as specified by CWS Architects from original mechanical plans with Trane equipment or approved equivalent by owner. All equipment, connections, updates to wiring, plumbing, insulation, components hard/electronic, and design changes to be provided in base bid.

Replace racking systems on both units to support them on the rooftop. All removal of old units and racking systems is responsibility of installer. All design, materials, and labor to replace the racks are responsibility of installer. Roof conditions currently meet manufacturer standards as well as warranty guidelines which installer must adhere to upon completion of rack installation. Any alterations or defects during work on this project must be approved and or restored to the original manufacturer standards so warranties will be honored.

Provide controls programming of HVU based on the plans with updates as needed to sequence with new equipment. Provide start-up of the HVU and training to the Recreation Center personnel in operations of the units.

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Vendor Requirements

Failure to meet any condition of the RFP may result in rejection of the bid. The City of South Portland reserves the right to select a form for contract negotiations based on the content of the bid and relevant information obtained concerning past performance. In addition, the City of South Portland reserves the right, without prejudice, to reject any and all bids.

The City of South Portland will not be held responsible for any costs incurred by the offerors for work performed in the preparation and production of a proposal or for, and work performed prior to the issuance of a contract.

In addition to cost, the City of South Portland will weigh the skills, past performance, ability to provide comprehensive services, and ability to provide post installation support when considering award of contract.

Once received, the bids become the sole property of the City of South Portland.

Vendor Requirements

The bid formats should be as follows:

- Transmittal/ cover letter
- Executive summary of your company
- A detailed explanation of costs and services, including a detailed attachment explaining any deviation from bid specifications. Detail for costs must include “Price each” and “Extended price” (“Price each” times quantity), and appropriate totals
- List of employees providing service and any certifications/ qualifications they hold.
- References
- Warranty information on parts and labor
- Information on vendor licensing information

Contingencies and Charges

Bids shall be firm and not made contingent with any events that will occur after the contract is awarded. The City of South Portland must agree to bid changes in writing.

Pricing

Pricing must be guaranteed for a period of ninety (90) days after the award of the bid and should be inclusive of any and all charges to the City of South Portland.

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Open Offer

The Offeror agrees that any responses to this RFP will remain valid for a period of ninety (90) days from the date of opening.

Subcontractors

The Offeror may utilize the services of subcontractors in the performance of this project, provided that the Offeror makes clear notation in its response to this RFP of its intention to do so. All subcontractors will be required to comply with the provisions of this RFP. Offeror understands that the use of subcontractors does not relieve them of their obligations or duties pursuant to this RFP.

Proposal Requirements and Evaluation Categories

To facilitate the evaluation process, the proposer is requested to organize the proposal into distinctive sections that correspond with the individual proposal requirements categories. The quality of the proposers' documentation will be considered throughout this selection process.

General Approach (Assigned Weight: 35%)

Describe your general approach to organizing and managing the project and project quality considerations.

Indicate your estimated time for completion. The overall quality of the proposal will be rated in this category.

Qualifications/ Availability of Key Staff (Assigned Weight: 15%)

Describe the approach that will be used to complete the project. Explain each person's role and estimate the amount of time they are expected to devote to the project. Provide resumes of key personnel and explain why they were chosen for the project.

Provide evidence that current and future workloads of key staff assigned to the project will allow the described level of work performance. Provide assurance that the project manager will be assigned to the project for its entire duration unless otherwise mutually agreed.

Prior Experience (Assigned Weight: 15%)

Each proposer must submit three references which in the proposer's opinion qualify their firm for this project. References should be for projects of similar scope and/or size and

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provide evidence of the firm's ability to complete projects on time and within budget. Each reference should include the following:

- Name, address and telephone number of the contracting agency
- Contact person
- Project budget
- Term of the contract
- Brief description of the specific services provided

In addition to the three references, proposers are welcome to provide any other documentation of the firm's experience that might prove useful to the City.

Explain any special competencies or experience your firm and/or key personnel have with public sector projects.

Proposed Fee (Assigned Weight: 35%)

Fee will include all costs, expenses, overhead and profit (fixed fees).

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Mechanical Specifications

- Specifications: Minimum requirement is to meet original mechanical specifications outlined in attached (B) unit schedule for both units on site. Original mechanical requirements called for Trane equipment but owner reserves the right to accept alternative units that meet or exceed these standards.
- Warranty: Provide one-year warranty from initial start-up that products provided are free from defects in material and manufacturer, and unit performs as defined by Control Sequence of Operations.

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Attachment A

**AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND
AND**

AGREEMENT made this ____ day of _____, 2013, by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the "**CITY**") and _____, located at _____, _____, _____, _____ (Consultant Engineer hereinafter "**CE**").

WITNESSETH

WHEREAS, the **CITY** has set out in the detail the objectives of its use of a Consultant Engineer Firm and the scope of the services that firm will be asked to provide in a Request for Proposals #13-14 **Replacement of Redbank Community Center HVAC Unit**, which is hereby incorporated by reference into this Contract (the "RFP"); and

WHEREAS, the **CE** submitted a proposal dated _____, _____ for said services;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

CE agrees to provide the personnel, supplies, equipment and labor necessary to perform the Basic Services as outlined in its Proposal dated _____, _____ a copy of which is attached hereto and by this reference incorporated herein as Exhibit A. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by **CITY** and **CE** and **CE** agrees to perform Additional Services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any Additional Services shall be in writing from **CITY**.

2. SCHEDULE

The initial term of this Contract shall be the three (3) year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The **CITY** shall have the option to renew this Contract automatically for three (3) successive one (1) year option terms, on the same terms and conditions. The **CITY** shall be deemed to have exercised an option if, by a date thirty (30) days prior to the end of any term, the **CITY** has not notified the Consultant Engineer Firm of its decision not to exercise the option.

3. FEES

CE shall submit an itemized statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services billed to the **CITY** at the rates provided on page _____ through _____ of **CE**'s Proposal. **CE**'s invoice shall be paid by **CITY** within thirty (30) days of its receipt.

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4. **PERSONNEL, INDEPENDENT CONTRACTOR**

CE represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the CITY, nor have any contractual relationship with the CITY. CE's Project Manager hereunder shall be _____, and any deletion or change in Project Manager shall be subject to the CITY's approval.

CE further agrees that consistent with its status as an independent contractor, that its personnel will not hold themselves out to be, nor claim to be, officers or employees of the CITY by reason of this Agreement.

5. **STANDARD OF PERFORMANCE**

CE shall be, and remain, fully responsible to the CITY for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the CITY, correct and revise any errors or deficiencies in its performance and shall pay CITY for any loss, damages, or costs, including attorney's fees, resulting from CE's breach of this Agreement or incurred by the CITY for the replacement or correction of any part of the work hereunder which is deficient, or defective.

CITY shall provide CE with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give CE a reasonable time under the circumstances to correct said error or deficiency.

6. **CITY'S REPRESENTATIVE**

The CITY's Assistant Director, or his/her authorized designee, shall act as the CITY's representative in all dealings with the CE.

7. **DOCUMENTS**

CITY agrees to furnish or provide access to CE to any information or material in its possession that is relevant to CE's performance hereunder and CITY staff will cooperate with CE. CE will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of CE, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the CITY and be promptly delivered to the CITY upon request. All working papers shall be and remain the property of CE but CE shall make said work papers available to the CITY upon the CITY's request and the CITY shall be provided copies of any or all working papers upon request.

CE shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the CITY.

8. **INDEMNIFICATION**

To the fullest extent permitted by law, CE shall defend, indemnify and hold harmless the CITY its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or

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resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or part by any negligent act or omission of **CE**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **CITY** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

9. INSURANCE

The **CE** shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**, nor shall the **CE** allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The **CE** shall maintain and cause all sub-contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the **CE** and all sub-contractors. The **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by City's negligence.

(c) **Workers' Compensation Insurance**

The **CE** shall maintain and cause all sub-contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

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(d) Professional Liability

The **CE** shall maintain a policy of insurance to pay on their behalf whatever amounts may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **CITY** prior to the commencement of any work by the **CE**

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.

(g) It is required that the **CITY** be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) The **CE** and his surety shall indemnify and save harmless the **CITY**, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **CE**; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said **CE**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.

(i) Waiver of Subrogation

Payment of any claim or suit or any insurance company on behalf of the **CITY** shall not constitute a waiver of subrogation against the **CE** or sub-contractors in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **CE** or any sub-contractors.

10. TERMINATION

The **CITY** may terminate this Agreement for cause by written notice to the **CE**. In the event of such termination, **CE** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CE**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CE** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the **CE** assign any moneys due or to become due to it hereunder, without the previous written consent of the **CITY**.

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This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. **NON-WAIVER**

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To CITY:

City of South Portland
25 Cottage Road
P.O. Box 9422
South Portland, ME 04116-9422
Cc: Tim Gato

To CE:

Attn: _____

14. **COMPLIANCE WITH LAW**

In its performance under this Agreement, CE will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

IN WITNESS WHEREOF, the CITY OF SOUTH PORTLAND has caused this Agreement to be signed by _____, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed by _____, its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

WITNESS:

CITY OF SOUTH PORTLAND

By: _____
Its City Manager

By: _____
Its _____

H & V UNIT SCHEDULE

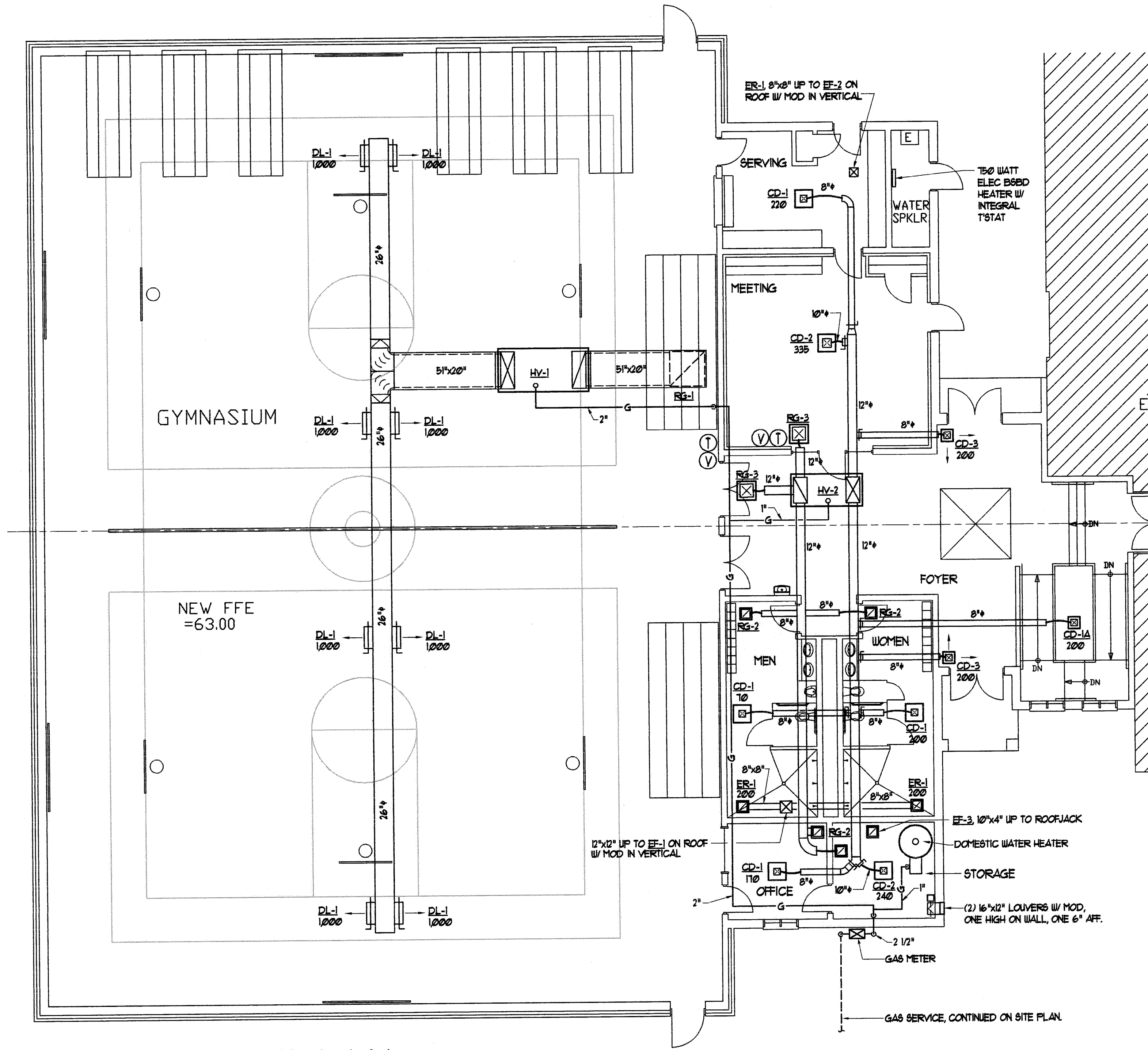
TAG	CFM	MIN OA CFM	MAX OA HEATG	ESP. IN Wg	FAN RPM	FILTERS TYPE	FAN ELECTRICAL		HEATING CAPACITY		REMARKS
							HP.	V / PH / Hz	INPUT(MBH)	OUTPUT(MBH)	
HV-1	8000	1000	5000	1.0"	1025	2" TK, 30% EFFICIENT	5	240-1-60	800	640	TRANE MODEL GRAC 80FC ROOFTOP GAS FIRED H&V UNIT WITH CURB, POWER VENTER, AND MODULATING GAS CONTROL
HV-2	2000	500	1000	1.0"	1043	2" TK, 30% EFFICIENT	1	240-1-60	150	120	TRANE MODEL GRAA 85FC ROOFTOP GAS FIRED H&V UNIT WITH CURB, POWER VENTER, AND MODULATING GAS CONTROL

EXHAUST FAN PERFORMANCE SCHEDULE

TAG	FLOW CFM	ESP. IN Wg	SPEED RPM	NOISE SONES	DRIVE TYPE	ELECTRICAL		REMARKS
						HP.	V / PH / Hz	
EF-1	400	0.50	112	6.8	BELT	1/4	120-1-60	ROOF EXHAUST FAN, ACME MODEL FN100E-3, W / CURB AND SOLID STATE SPEED CONTROL
EF-2	200	0.375	100	4.0	DIRECT	1/10	120-1-60	ROOF EXHAUST FAN, ACME MODEL FN100, W / CURB AND SOLID STATE SPEED CONTROL
EF-3	100	0.375	150	4.5	DIRECT	100 W	120-1-60	CABINET FAN, ACME MODEL V60, W / ROOFJACK & BDD

DIFFUSER SCHEDULE

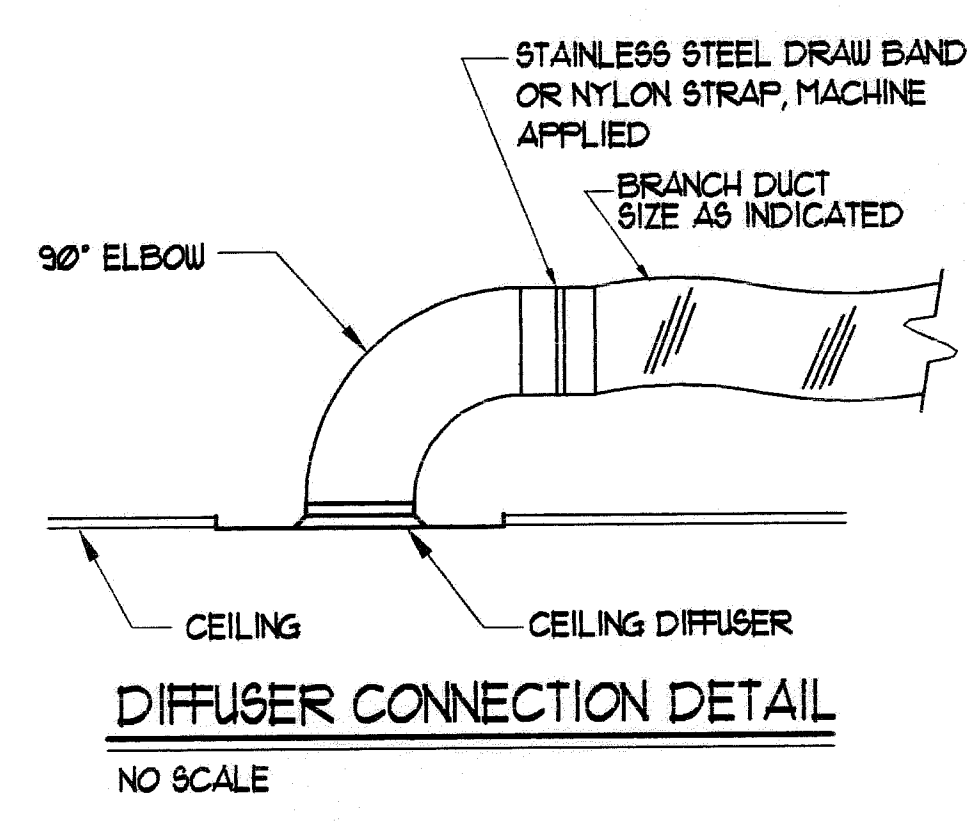
TAG	SIZE	CFM	SP (in Wg)	THROW (feet)	Nc	REMARKS
CD-1	8"x8"	280	0.015	4'-11"	21	ANEMOSTAT MODEL EPL, 4 WAY PATTERN, LAY IN
CD-1A	8"x8"	280	0.015	4'-11"	21	ANEMOSTAT MODEL EPL, 4 WAY PATTERN, SURFACE MOUNT
CD-2	10"x10"	380	0.045	5'-12"	26	ANEMOSTAT MODEL EPL, 4 WAY PATTERN, LAY IN
CD-3	8"x8"	200	0.03	8'-16"	30	ANEMOSTAT MODEL EPLA, 2 WAY CORNER PATTERN, LAY-IN
RG-1	48"x48"	8000	0.04	-	20-25	ANEMOSTAT MODEL GCI, 1"x1" GRID CORE
RG-2	12"x12"	200	0.03	-	20	ANEMOSTAT MODEL S35HD
RG-3	22"x22"	600	0.02	-	20	ANEMOSTAT MODEL AC3LD
ER-1	8"x8"	200	0.04	-	20	ANEMOSTAT MODEL X35HOS, ALUMINUM
DL-1	30"x12"	1000	0.07	30'	12	ANEMOSTAT MODEL UJ DRUM LOUVER



EXISTING SCHOOL
EXISTING FFE
=64.73

LEGEND

- ACoustically lined duct
- GAS PIPING
- TURNING VANES
- FLEXIBLE DUCT CONNECTION
- MANUAL BALANCING DAMPER
- FLEXIBLE DUCT
- CEILING DIFFUSER/RETURN GRILLE
- UNION
- REDUCER
- THERMOSTAT
- VENTILATION AIR POTENTIOMETER
- OUTSIDE AIR
- ACCESS PANEL
- MOTOR OPERATED DAMPER
- HEATING & VENTILATION UNIT
- DRUM LOUVER
- CEILING DIFFUSER
- RETURN GRILLE
- EXHAUST REGISTER
- SUPPLY REGISTER
- EXHAUST FAN



HEATING AND VENTILATION PLAN
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"