



REQUEST FOR BID

HVAC CONTROLS RETROFIT PROJECT

REQUEST FOR BID DATE: April 19, 2017

BIDS DUE NOT LATER THAN: April 28, 2017

RFB # 20170419

1. General Information:

A. Overview: The Pueblo City-County Library District, herein after (“PCCLD”) is soliciting bids from qualified contractors to provide parts, materials and installation of HVAC Controls Retrofit as per specifications.

This bid package contains all of the information and documents necessary to prepare and submit a responsive bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The Library, in its sole discretion, may reject any or all bids received, including separately bid items where a partial bid award is possible under the terms of this RFB.

B. RFB Schedule:

RFB issued:	<u>April 19, 2017</u>
Questions Due by 3:00 pm:	<u>April 25, 2017</u>
Bids due by 3:00 pm:	<u>April 28, 2017</u>

C. RFB Submittal: Bids are to be submitted in sealed envelopes, clearly identified with the RFB number and title, with all attachments, no later than 3:00 pm local time on April 28, 2017 to:

Sherry Baca
Pueblo City-County Library District
Attn: Finance Department
100 East Abriendo Ave.
Pueblo, CO. 81004

Each complete submission is to include a signed original with all required attachments; three complete copies; and one digital version copied onto either a CD or USB and included with the hard copies. All bids are to be created using a recent version of Microsoft Office and/or .pdf file. Bids delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

All bids submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

D. Points of Contact: Questions and requests for clarification regarding this RFB must be addressed via US mail or email by 3 pm April 25, 2017 to:

Pueblo City-County Library District
ATTN: Alan Rocco, Facilities Superintendent
100 E. Abriendo Avenue
Pueblo, CO 81004
Email: alan.rocco@pueblolibrary.org

Questions and requests for clarifications may be sent via email, provided that the RFB number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCLD’s web site <http://www.pueblolibrary.org/about/requests> (click on request for bids) to **all**

respondents by April 26, 2017. Any responses by the PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFB will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFB unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFB.

2. General Terms & Conditions:

- A. Interested Parties:** All interested vendors are invited to submit a bid in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of bids in response to this invitation.
- D. Non-Discrimination:** The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- E. Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful vendor and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- F. Confidentiality:** Bids submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.
- G. Termination of Contract:** PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFB. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to PCCLD's inability to continue with the contract due to the elimination or reduction in funding.
- H. Non-Appropriation:** PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year PCCLD funds might not be available. PCCLD shall have the

right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

- I. **Confidentiality of Information:** The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business.

3. Bid Preparation:

- A. **Exceptions and Deviations:** Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the bid submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the vendor.
- B. **Substantive Bids:** By submitting a bid, the vendor guarantees that (1) its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from bidding; and (d) it has not sought by collusion to obtain for itself any advantage over any other vendor or over PCCLD.
- C. **Minimum Qualifications:** To be considered for selection, vendors must meet at least the following minimum qualifications:
 - (1) **Established Business.** Vendor must have been engaged as a qualified HVAC contractor for 5 years prior to the release date of this RFB, providing the same services to customers with similar requirements as identified in Attachment 1 titled, "Specifications/Scope of Services." Bidder is required to be an authorized OEM installer of the products identified in the RFB. A letter of authorization by OEM must be included with the RFB.
 - (2) **Customer Satisfaction, Financial Resources and Ability to Perform.** Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFB. Bidder must provide three (3) previous customer references, using Attachment 4, "Previous Customer Reference Worksheet" as a part of the Bid package, one of which is preferred to be a public agency (library, county, state, federal).
 - (3) **Legal Compliance.** Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the

United States. Bidder is required to have a valid Colorado Contractor's License in the location provided in Attachment 3, "Bid Certification."

(4) Insurance:

The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with the Library by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contact, will constitute a breach of contract in which the Library has the right and may immediately terminate the signed agreement. The Library reserves the right to request and receive a copy of any policy related to services provided to the Library.

(a) *Commercial General Liability*: The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverages, as well as Owners' and vendors' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by vendor under the provisions of the contract and "Completed Operations and Projects Liability" coverage.

(b) *Workers Compensation Insurance*: The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.

D. Submission Information and Documents: The following information and documents shall be included in the bid submission:

- (1) Name of company, address, telephone number, facsimile number, email address, website URL, and contact person's name.
- (2) Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The bid must be submitted in ink, signed by an officer or person qualified to bind the bidding company.

F. Withdrawal of Bid: A Vendor may withdraw its own bid at any time prior to the bid due date and time as identified herein. After that date and time, no vendor may

withdraw its bid for any reason. All bids shall be valid for a period not less than 90 calendar days after the bid due date.

4. Selection:

A. Vendor Selection: No bid will be considered unless it is complete. All bids submitted will be first screened to determine minimum vendor qualifications as outlined in this RFB. The bids will be ranked, based on total cost and the ability of the bidding vendor to provide the required services effectively. Bids that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Right of Acceptance and Rejection: PCCLD reserves the right to accept or reject any or all bids and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced bid, but will select the bid that represents the best value for PCCLD.

C. Negotiation: Subsequent to the bid due date, PCCLD reserves the right to negotiate terms and conditions with vendors. PCCLD reserves the right to negotiate modifications to a bid with a single vendor without obligation to negotiate similar modifications with other vendors.

5. Key Personnel: PCCLD prefers a single account relationship manager. In the vendor's bid, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule.

6. Competitive Position: Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor's approach to communication.

7. Customer References: Provide references from at least three (3) customers to which the vendor has provided the services required under this RFB. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.

8. Scope of Work: The scope of this bid is included in Attachment 1, "Specifications, Requirements and Scope of Services."

ATTACHMENT 1
SPECIFICATIONS, REQUIREMENTS AND SCOPE OF SERVICES
HVAC CONTROLS RETROFIT PROJECT

A **GENERAL**

- 1 All materials shall be installed per Manufacturer's recommendations and per all applicable codes, ordinances, laws and regulations.
- 2 All materials and equipment shall be installed in a **neat and workmanlike manner**. Any material or equipment not installed in this manner, as judged by the Library, shall be removed and replaced in a satisfactory manner at the expense of the Contractor.
- 3 The Contractor shall properly protect the work site at all times during the performance of this contract.
- 4 No equipment or materials shall be stored at the site without the approval of the Library.
- 5 The Contractor shall be responsible to repair damages to PCCLD property caused by its operations. These repairs shall be made to the Library's satisfaction and at the Contractor's expense.
- 6 The Contractor shall keep the premises free from waste material, rubbish, and debris caused by its operations at all times.
- 7 The Contractor will be solely responsible for conditions on the job site, including safety of all persons and property during performance of work.
- 8 Contractor shall provide equipment specification data sheets with bid package, for all equipment to be provided to demonstrate adherence to material specifications.
- 9 Contractor shall be factory authorized and trained to install and service all controllers provided.

B **WARRANTY**

- 1 All work (materials, equipment and labor not provided by the Library) shall be guaranteed for a minimum period of one (1) year after final acceptance by PCCLD. All warranty work shall be made to the satisfaction of the Library and at the Contractor's expense.
- 2 Contractor shall respond to warranty calls within 24 hours from time of receipt of call.

C **CONTROLS: SCOPE OF WORK**

- 1 Provide and install control software and provide graphics programming of additional equipment, and upgrade existing graphics to display using the new control software on existing front end software and integrate to Library Server with updates as they come out for 5 years.
- 2 Retrofit the existing mechanical controls in the building for HVAC System (air handling unit, boilers, chiller, Cooling tower, zone induction units and unit heaters).
- 3 Remove existing Johnson HVAC controls. Leave in place as much reusable controls and wiring. Supply sensors, transducers, pipe wells, transformers, etc., as needed to complete an operable system replacement.
- 4 Program controllers to meet sequence of operation that utilizes PCCLD equipment to its full capability and reduction of energy usage.

- 5 Provide control drawings or "As-Builts" and project management of all equipment installed.
- 6 Provide checkout and commissioning of controllers installed.
- 7 Commission new equipment to the satisfaction of PCCLD.
- 8 Turn over all administrative level passwords to PCCLD upon project completion.
- 9 Check existing 24 VAC transformers for suitability for loads and code compliance at power supply cabinets, replace as needed and break out power wiring to even the load by transformer.
- 10 Use of existing low voltage power wiring is permissible where available and suitable. Check and verify wiring integrity before use, replace as needed.

All sensors, transmitters, and actuators to be replaced with new devices. Existing electrical wiring to devices may be reused if suitable, verify wiring integrity before use, replace as needed.

Pipe mounted temperature sensor wells may be reused where suitable, replace or install as needed.
- 11 Install flow switches on boilers 1 and 2 program so boilers cannot start without water flow. Also program controls to recognize and send alarms to control system, verify proper boiler operation.
- 12 Make controls IT secured BACnet with Smartphone application.
- 13 Provide laptop with controls and programs.
- 14 Verify and calibrate all measurable devices for accuracy.
- 15 Provide 16 hours/year of support and training service for 5 years.
- 16 Identify energy saving through more efficient operation of PCCLD equipment.
- 17 Alarm notification via text or email.
- 18 Notification for freeze stats tripping on air handling units.
- 19 One year warranty on labor and parts provided by vendor.
- 20 Reprogram cooling tower operation making sure ice formation does not form on fill media.
- 21 Program fan terminal units 4 each into the control system.

D DRAWINGS

- 1 Complete set of drawings will be provided by vendor.

E PCCLD PROVIDED WORK

- 1 All necessary Ethernet connections and static IP addresses.

F SCHEDULE OF WORK

Prior to the commencement of work, Contractor will provide a schedule of work showing start date, completion date, and all major milestones. The schedule will accommodate the ongoing operations at the site. Upon acceptance by PCCLD, the schedule will become the official work schedule, and may only be modified on approval of the Library.

ATTACHMENT 2 Bid Pricing Form

1. The Award of Bid will be determined by the overall lowest cost, best price bid.
2. Only prices that appear on Library Contract Bid sheets will be considered. No other pages with prices, no attached price lists (except those requested) and no catalogue prices will be considered.
3. Do not include sales tax in the bid price. PCCLD is exempt from federal excise tax, including federal transportation tax.
4. FOB DESTINATION ONLY. All shipping and handling charges to be included in the bid price.

Bid Pricing Form

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	ALL PARTS, MATERIALS AND SUPPLIES REQUIRED TO COMPLETE THE WORK AS PER SPECIFICATIONS/SCOPE OF WORK..	1 LOT	\$ _____	\$ _____
2	ALL LABOR REQUIRED TO COMPLETE THE WORK AS REQUIRED PER SPECIFICATIONS/SCOPE OF WORK	1/LOT	\$ _____	\$ _____
3	BID TOTAL (LINE 1 & 2):			\$ _____

The **BID TOTAL** is indicated in words:

_____ Dollars and
_____ Cents. (\$ _____).

Company _____

Signature _____

Date _____

ATTACHMENT 3 Bid Certification

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:		
Address (incl. Zip Code):		
Telephone:		
Cell Phone:		
Facsimile:		
E-Mail:		
Contact person name and title:	Name:	
	Title:	

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this bid.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFB document or permitted by formal addenda are accepted by the PCCLD.
4. Bidder did not receive unauthorized information from any Library staff member or Library consultant during the Bidding period except as provided for in the Request for Bid package, formal addenda issued by the Library.

5. Bidder certifies that this submission includes full consideration of the information and/or requirements identified in Addenda ____ through ____.
6. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the RFB and/or its attachments.
7. Bidder hereby certifies that the information contained in the bid and all accompanying documents is true and correct.
8. Please check the appropriate box below:

- If the bid is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the bid shall so state.
- If the bid is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership shall be stated and the bid shall be signed for all members by one or more members thereof.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the RFB, that they are aware of the applicable facts pertaining to the RFB process, its procedures and requirements, and that they have read and understand the RFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Complete Additional Signatures Below As Required Per #8 Above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE

ATTACHMENT 4 (1 of 3)

PREVIOUS CUSTOMER REFERENCE WORKSHEET

Name of Customer:		Customer Contact 1 :
Customer Address:		Customer Phone Number:
Your Company Name:		
What was the period of performance?	What was the final acceptance date?	
From:	_____	
To: _____	What type of Contract?	
	<input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other. Specify:	
Dollar value of Contract? \$ _____		
Brief Description of Service Provided:		

ATTACHMENT 4 (2 of 3)

PREVIOUS CUSTOMER REFERENCE WORKSHEET

Name of Customer:		Customer Contact 1 :
Customer Address:		Customer Phone Number:
Your Company Name:		
What was the period of performance?	What was the final acceptance date?	
From:	_____	
To: _____	What type of Contract?	
	<input type="checkbox"/> Firm Fixed Price	
	<input type="checkbox"/> Time and Material	
	<input type="checkbox"/> Not to Exceed	
	<input type="checkbox"/> Cost Plus Fixed Fee	
	<input type="checkbox"/> Other. Specify:	
Dollar value of Contract? \$_____		
Brief Description of Service Provided:		

ATTACHMENT 4 (3 of 3)

PREVIOUS CUSTOMER REFERENCE WORKSHEET

Name of Customer:		Customer Contact 1 :
Customer Address:		Customer Phone Number:
Your Company Name:		
<p>What was the period of performance?</p> <p>From: _____</p> <p>To: _____</p> <p>Dollar value of Contract? \$ _____</p>		<p>What was the final acceptance date?</p> <p>_____</p> <p>What type of Contract?</p> <p><input type="checkbox"/> Firm Fixed Price</p> <p><input type="checkbox"/> Time and Material</p> <p><input type="checkbox"/> Not to Exceed</p> <p><input type="checkbox"/> Cost Plus Fixed Fee</p> <p><input type="checkbox"/> Other. Specify: _____</p>
Brief Description of Service Provided:		