

**REQUEST FOR PROPOSAL (RFP)
#15-060-34**

**FOR:
HVAC – PLAN SERVICE AGREEMENT (PSA)
FOR HIGHWAY FACILITIES**

**POSTING DATE:
NOVEMBER 18, 2015**



**RESPONSE DEADLINE:
DECEMBER 18, 2015
10:00 A.M. CENTRAL STANDARD TIME (CST)**

**TO:
JAMES SWANSON, FACILITIES DIRECTOR
MARINETTE COUNTY MAINTENANCE DEPARTMENT
1926 HALL AVENUE
MARINETTE, WI 54143**

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I. BACKGROUND

This request for proposal is for a HVAC - Planned Service Agreement (PSA) for Highway facilities, including an option for hourly contracted maintenance at these facilities. The Highway facilities include: Peshtigo, Crivitz and Pembine. It is also requested that an option be submitted for the highway facilities for work to be performed on a time and material basis.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	11/18/15
Site Walk Through at 9:00 a.m. on: (Call (715) 732-7500 to be added to list for site walk through)	12/3/15
RFP questions due by 2:00 p.m.	12/7/15
RFP questions answered by 2:00 p.m.	12/11/15
RFP responses due from potential vendors by 10:00 a.m.	12/18/15

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Facilities Director by no later than **10:00 a.m. central time on December 18, 2015**. Proposals shall be clearly labeled **RFP#15-060-34 – HVAC PSA HIGHWAY FACILITIES** and submitted to the location/address listed below. Faxed proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Jim Swanson, Facilities Director
Marinette County Maintenance Department
RFP#15-060-34 – HVAC PSA HIGHWAY FACILITIES
1926 Hall Avenue
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, December 7, 2015, via e-mail to jswanson@marinettecounty.com. Clearly mark the e-mail **RFP#15-060-34 – HVAC PSA HIGHWAY FACILITIES**. Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on December 11, 2015, not later than 2:00 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and one copy are required to be submitted.

The proposal must include:

Attachment A, RFP#15-060-34 HVAC PSA HIGHWAY FACILITIES

Attachment B, Statement of Understanding of Proposal

Attachment C, Addendum Sheet – if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

BACKGROUND:

Marinette County is requesting proposals for a HVAC - Planned Service Agreement (PSA) for Highway facilities, including an option for hourly contracted maintenance at these facilities. The Highway facilities include: Peshtigo, Crivitz and Pembine. It is also requested that an option be submitted for the highway facilities for work to be performed on a time and material basis.

Highway Facilities

Peshtigo Highway Shop – 501 Pine Street, Peshtigo, WI 54157

Crivitz Highway Shop – 101 Henriette Avenue, Crivitz, WI 54114

Pembine Highway Shop – N18291 US Highway 141, Pembine, WI 54156

SCOPE:

Agreement will be for one-year with a Marinette County option to extend up to five-years.

Bids to include detailed scope of services included. The attached list is a minimum scope of services.

INCLUDES:

- Highway facilities
 - Semi-annual filter changes on all equipment (including filters, MERV-7 min.).
 - Infrared heater inspection and start-up -- fall
 - Condenser cleaning – spring
 - Furnace forced air operational and comprehensive service
 - Unit heater and make-up air operational and comprehensive service
 - Exhaust fan comprehensive service
 - Vibration analysis make-up air unit – Crivitz site only
 - Boiler water-side cleaning – Peshtigo site only
 - Waste-oil burner comprehensive service – Pembine site only
 - Combustion analysis and fire-side cleaning – Peshtigo site only
 - Shop air compressor operational and comprehensive service – All sites

- Highway Alternate - Hourly Contracted Maintenance
 - Separate option to pay for maintenance on a time and material basis.
 - Flat fee for hourly maintenance to perform highway facility maintenance
 - Perform items listed above at highway facility
 - Perform repair on deficient HVAC items as agreed upon
 - Rates to include all shop supplies, truck charges, misc.
 - Items such as filters, oil, etc. to be bill as required.

ADDITIONAL INFORMATION:

- All waste to be removed from site.
 - All work performed by certified technicians. Qualifications must be submitted prior to finalizing agreement.
 - Work must be scheduled with Marinette County 48 hours prior to work commencing, except for emergency.
 - All work must be performed in accordance with safe work practices.
 - Any materials, lifts, ladders, etc. to be provided by vendor unless otherwise agreed upon.
-
- **Site walk-through on December 3, 2015 at 9:00 a.m. (Call (715) 732-7500 to be added to list for site walk through.)**

LIST OF MINIMUM EQUIPMENT:

Highway facilities

- Peshtigo air-handling units (5 units)
- Peshtigo air compressor (1 unit)
- Peshtigo boiler (1 unit)
- Peshtigo exhaust fans (11 units)
- Peshtigo furnaces (3 units)
- Peshtigo roof-top unit (1 unit)
- Peshtigo gas infrared heaters (25 units)
- Crivitz air-handling unit (1 unit)
- Crivitz air compressor (1 unit)
- Crivitz exhaust fans (9 units)
- Crivitz furnace (1 unit)
- Crivitz gas infrared heaters (11 units)
- Crivitz unit heaters (2 units)
- Pembine air-handling unit (1 unit)
- Pembine air compressor (1 unit)
- Pembine exhaust fans (3 units)
- Pembine furnance (1 unit)
- Pembine gas infrared heaters (8 units)
- Pembine unit heater (1 unit)

VII. WORKERS COMPENSATION INSURANCE

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

VIII. AUTO LIABILITY INSURANCE

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

IX. GENERAL LIABILITY INSURANCE

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

X. ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

XI. SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

XII. WAIVER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

XIII. PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XIV. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XV. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

XVI. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XVII. ATTACHMENTS

Attachment A, RFP#15-060-34 – HVAC PSA HIGHWAY FACILITIES

Attachment B, Statement of Understanding

Attachment C, Addendum Sheet

Attachment D, Sample Contract

**ATTACHMENT A
RFP#15-060-34
HVAC PSA HIGHWAY FACILITIES
TABULATION SHEET**

HVAC PSA NON HIGHWAY FACILITIES \$ _____

HVAC PSA NON HIGHWAY FACILITIES HOURLY RATE: \$ _____

HVAC PAS NON HIGHWAY FACILITES TIME & MATERIAL BASIS: \$ _____

(All prices listed above are per specifications detailed in this request for proposal.)

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B
RFP#15-060-34
HVAC PSA HIGHWAY FACILITIES
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) **#15-060-34 – HVAC PSA HIGHWAY FACILITIES** and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

**ATTACHMENT C
RFP#15-060-34
HVAC PSA HIGHWAY FACILITIES
ADDENDUM SHEET**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____

Signature

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D

MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as VENDOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	Name
Whose principal business address is:	Department
	Address
	Marinette WI 54143

VENDOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. VENDOR agrees the following services, as set forth in the proposal dated _____, attached and incorporated in **Exhibit A**, shall be provided to Marinette County.

3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated _____, attached and incorporated as **Exhibit A**.

4. VENDOR agrees to present manufacturer's literature regarding materials & warranty.

5. Start/Completion dates to be determined.

6. COUNTY agrees to the following:

- Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.

7. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:

- VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.

- COUNTY will pay no fringe benefits or other compensation to VENDOR.

8. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

9. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
10. This contract may be amended in writing by mutual agreement of both parties at any time.
11. This agreement shall be governed by the laws of the State of Wisconsin.
12. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date