**Duluth Airport Authority**

**Request For Bid**

**Duluth Airport**

**Air Traffic Control Tower HVAC and Roof Replacement**

**I. INVITATION**

The Duluth Airport Authority, owners and operators of the Duluth International Airport, (hereinafter referred to as "Airport") are requesting bids for the for the replacement of the existing roof and roof top air handling units at the Air Traffic Control Tower.

Bidder must have a minimum of 10 years of experience in roofing and mechanical system replacements. Bidder will be required to integrate new equipment into existing building control systems. Companies with no prior experience in these areas shall not be considered. Safety language is required by the Airport and experience working on or near an active airfield is desired.

A mandatory pre bid meeting will be held July 29, 2013, 2:00 pm at the Air Traffic Control Tower for all prospective bidders to tour the facilities, ask questions and seek clarification regarding the request for bid. Prospective bidders should only contact Ryan Welch. Any contact with Airport staff, governmental officials, Authority members, lobbyists or anyone else regarding this opportunity is strictly prohibited and failure to follow these rules will subject the prospective bidder to disqualification.

Responses to the Request for Bid will be accepted until 2:00 p.m., August 14, 2013. It is the sole responsibility of the contractor to see that the bid is received before the submission deadline. The contractor shall bear all risks associated with delays in the U.S. mail or delivery service. Late bids will not be considered.

**II. REQUESTS FOR CLARIFICATION**

Any requests for clarification or additional information deemed necessary by any respondent to present a proper bid must be submitted in writing as follows:

Mail to:

Ryan Welch

Airport Facilities Manger

4701 Grinden Drive

Duluth, MN 55811

218-625-7761

[rwelch@duluthairport.com](mailto:rwelch@duluthairport.com)

**III. FACILITY OVERVIEW**

The Air Traffic Control Tower building is currently serviced by five Trane rooftop units and one 18,000 BTU/hr window unit. The air delivery system is through a pressurized slotted ceiling system. Radiators throughout the building are controlled using hand valves. Asbestos can be found throughout the building. The rubber roof over the tower cab has been replaced, all other roof areas are to be included in the bid.

**IV. CONTRACTOR RESPONSIBILITIES**

1. Successful Contractor shall have at least 10 years’ experience in roofing and mechanical system replacement.
2. Successful Contractor will provide a list of the service personnel and contract support to be used, their responsibilities and qualifications.
3. Successful Contractor will be required to assume total responsibility for all services offered in their bid.
4. Successful Contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.
5. Successful Contractor will be responsible for payment of any required taxes or fees associated with the execution of the contract.
6. Successful Contractor will be responsible for compliance with all applicable codes, statutes and permitting requirements.
7. Successful Contractor will be responsible for compliance with all applicable airport security requirements.
8. Successful Contractor will be responsible for foreign object debris mitigation on the airfield and assumes responsibility for any damage from foreign object debris.
9. Successful Contractor will provide an industry standard warranty on workmanship and materials.
10. Successful Contractor will conduct any hazardous abatement and coordinate for third party monitoring of the abatement.
11. Successful Contractor will post a performance bond in accordance with exhibit A.
12. Successful Contractor will use the project labor agreement in exhibit B.

**V. AIRPORT RESPONSIBILITIES**

1. The Airport shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

**VI. BID FORMAT**

Bidder shall submit one (1) original and three (3) copies of the complete bid. Bid shall be bound, numbered and tabbed consecutively with the following information enclosed within each section.

1. Table of Contents
2. Executive Summary Cover Letter submitted on company’s letterhead
3. Bidder shall provide a lump-sum price and description of the following services:
   1. Roofing
      1. Furnish a complete set of CAD shop drawings for review and approval
      2. Tear off existing roofing materials down to existing roof decking
      3. Modify and raise existing door threshold to accommodate new insulation
      4. Flashing for all roof penetrations
      5. Walkway pads at existing door location
      6. Fabricate and install sheet metal flashing
      7. Minimum 15 year total system warranty
   2. Mechanical
      1. Furnish a complete set of shop drawings for review and approval
      2. Replacement of all rooftop units
      3. Install ducting and diffusers to replace pressurized slotted ceiling, maximizing air distribution throughout the building
      4. Replacement of Air Traffic Control Tower cab HVAC unit including ducting
      5. Replace existing window air conditioner in the Air Traffic Control Tower office area
      6. Replace existing radiator hand valves throughout the building with automatic control valves controlled by thermostats
      7. Use existing building management system
      8. Warranty
4. Bidder shall provide a list of the service personnel and contract support personnel to be used listing their responsibilities and qualifications. The bidder shall provide any general information relevant to experience in roofing and mechanical services along with a minimum of five references within sixty miles of the Duluth Airport where the bidder has provided similar services. Bidder will include the name of the facility, the director of the facility and phone numbers.
5. Bidder shall list any Airports where the bidder has provided services within the past five years.
6. Bidder shall provide general information on their firm including the following; name, business address, local office telephone numbers, officers of the firm and the contact person for this project.

**VII. INSURANCE & INDEMNIFICATION REQUIREMENTS**

INDEMNIFICATION CLAUSE

The Contractor shall defend, indemnify and save the Duluth Airport Authority (the “Owner”) and the City of Duluth (the “City”) harmless from all costs, charges, damages, expenses including reasonable attorneys’ fee, and loss of any kind that may grow out of the matters covered by this Contract, and on ten (10) days’ written notice from the Owner, Contractor shall appear and defend all lawsuits against said Owner and/or City growing out of such matters. The provisions of this paragraph apply to any claim for response costs, contribution, or damages which arise out of the release or threatened release of a pollutant, contaminant, or hazardous substance. Said obligation shall include but not be limited to the obligation to defend, indemnify and save harmless the Owner and the City in all cases where claims of liability against the Owner and/or City arise out of acts or omissions of the Owner and/or City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure of Owner and/or City to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

INSURANCE

a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Contractor, the Owner, and the City from all liability above, subject to provisions of Subparagraph c. below.

(1) Workers’ Compensation Insurance in accordance with the laws of the State of Minnesota.

(2) Public Liability and Automobile Liability Insurance with limits not less than **$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the Owner; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(3) The Owner and the City shall be named as **Additional Insureds** on each liability policy other than the Workers’ Compensation policies of the Contractor, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself, the Owner and the City. Contractor shall also provide evidence of Statutory Minnesota Workers’ Compensation Insurance. Prior to the execution of this Contract, Contractor shall provide Certificates of Insurance evidencing such coverage and certificates showing continued maintenance of such insurance shall be on file with the Owner during the term of this Contract. The Owner and the City do not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor’s interests and liabilities.

\**An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the Owner and the City as an additional insured*.

(4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the Owner without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to Owner will render any such change or changes in said policy or coverages ineffective as against the Owner and the City.

(5) **The use of an “Acord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office**.

b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.

c. Contractor shall be required to provide insurance meeting the requirements stated herein unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

**VIII. BID SUBMITTAL**

Each bid must be submitted; attention Ryan Welch, Airport Facilities Manager,

in a sealed envelope bearing the following information on the outside:

1. Name of Company

2. Address of Company: and

3. The words "AIR TRAFFIC CONTROL TOWER, ROOFING AND MECHANICAL"

Bids must be delivered to the office of the Duluth Airport Authority, prior to deadline. It is the sole responsibility of the bidder to see that the submittal is received before the deadline. The bidder shall bear all risks associated with delays in the U.S. mail or delivery service. Late bids will not be considered.

The Airport reserves the right to accept any bid that it deems the most advantageous, even though such bid may not offer the highest financial return. The Airport also reserves the right to reject any and all bid or to negotiate for modification of any bid.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the Airport has implemented a disadvantaged business enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. If the bidder meets the eligibility standards established in 49 CFR Part 23, Subpart F, as a DBE firm, it shall so state within the bid that the company qualifies as a DBE firm or, if applicable, shall list any subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards for DBE qualification. Qualified DBE firms are strongly encouraged to submit a bid. Although no DBE goal has been established for this opportunity DBE participation for this contract is encouraged.

**IV. SELECTION CRITERIA**

All bids will be thoroughly reviewed through a phased evaluation process which will evaluate the merits of the bids received in accordance with the evaluation factors stated herein and formulate a recommendation. The Selection Committee will consist of the Facilities Manager, the Director of Finance and Administration and the Executive Director. One or more bidders may be invited to make an in-person presentation before the Committee to demonstrate their capabilities. The Airport will select the bid that it believes most closely meets the objectives stated herein.

The following criteria will be considered in determining the successful Bidder:

1. Business Qualifications and Experience: Bidder’s successful experience providing this type of business service at campuses of similar size, general experience of the company, and/or experience of the individuals who have management responsibilities. 20%
2. Financial Ability: Bidder’s financial condition and ability to obtain adequate financing to perform specifications as defined herein. 10%
3. Operations Plan: Bidder’s ability to effectively provide local management to oversee operation of the roofing and mechanical replacement, quantity and quality of services provided. The operations plan will include a project timeline 25%
4. Quality of References: Bidder's operations at similar projects and the quality of other reference checks received from other sources by the Airport. 20%
5. Cost of Service: Bidder’s quoted price based on the value of service offered within the cost structure. 15%
6. General Bid Compliance: Bidder’s compliance with respect to all sections of the request for bid. 10%
   * 1. While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range and make an award decision, the decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the bids.

**X. MISCELLANEOUS INFORMATION AND CONDITIONS**

1. Statistical information contained in these documents is for informational purposes only. The Airport is not responsible for any inaccuracies or interpretations of said data.
2. The Airport reserves the right to postpone the bid submittal due date and/or Agreement start dates.