

**Duluth Airport Authority**  
**Request For Proposals**  
**Duluth Airport**  
**HVAC/BAS and Facilities Services**

**I. INVITATION**

The Duluth Airport Authority, owners and operators of the Duluth International Airport, (hereinafter referred to as "Airport") are requesting proposals for comprehensive HVAC/BAS and Facilities Services to include but not limited to boiler checks, preventative maintenance on mechanical systems, controls maintenance and customer service.

Proposer must have a minimum of 10 years of experience in HVAC/BAS and Facilities Services. Proposer will be required to service geo-thermal systems. The airport campus contains multiple buildings with an array of heating and cooling systems. Companies with no prior experience in these areas shall not be considered. Experience working on or near an active airfield is desired.

All proposers shall attend the mandatory property orientation at the airport administrative offices at 10:00am on May 14, 2019, to review and familiarize themselves with the equipment and systems to be maintained and operated. Prospective proposers 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 proposer to disqualification.

Responses to the Request for Proposals will be accepted until 2:00 p.m., May 24, 2019. It is the sole responsibility of the Proposer to see that the proposal is received before the submission deadline. The contractor shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered.

**II. REQUESTS FOR CLARIFICATION**

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

Mail to:  
Ryan Welch  
Airport Facilities Manager  
4701 Grinden Drive  
Duluth, MN 55811  
218-625-7761  
[rwelch@duluthairport.com](mailto:rwelch@duluthairport.com)

All questions and requests for information will be answered no later than May 15, 2019, answers to all questions will be provided to the proposers that attended the property orientation.

#### **IV. CONTRACTOR RESPONSIBILITIES**

1. Successful Contractor shall have at least 10 years' HVAC/BAS and Facilities Services.
2. Successful Contractor will provide a list of the service personnel and contract support to be used, their responsibilities and qualifications.
3. Successful Contractor shall use trained personnel directly employed and supervised by the contractor. Service personnel must be qualified to keep the equipment properly maintained.
4. Successful Contractor shall have possession of or access to the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment.
5. Successful Contractor's representative shall report to the Airport Facilities Manager daily when on the job prior to performing services. One individual shall be responsible for reporting the number of technicians working on the job daily and for the completion and submission of reports. The contractor shall again report when leaving the campus and submit performance reports.
6. Successful Contractor will perform all planned preventive maintenance service work under these specifications during regular working hour of the regular workday. Regular work hours are 7:00 am – 5:00 pm, Monday through Friday.
  - a. Terminal Building includes 3 Boilers, 2 Chillers, 1 Geothermal System, 5 Air Handling Units, 4 Jet Bridge Mounted Pre-Conditioned Air Units, 7 Conditioned Air Units and a Building Automation System
  - b. Air Traffic Control Tower includes 1 Steam Boiler, 5 Air Handling Units, 1 Conditioned Air Unit and a Building Automation System
  - c. 311 Building includes 2 Boilers
  - d. Hangar 103 includes 2 Steam Boilers, 1 Air Handling Unit, 4 Conditioned Air Units, 4 Conditioned Air Units and a Building Automation System
7. Successful Contractor will inform the Airport if for some unknown reason or reasons if equipment must be shut down for an extended period and the measures being taken to put the equipment back into service
8. Successful Contractor will be required to assume total responsibility for all services offered in their proposal.
9. Successful Contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.
10. Successful Contractor will be responsible for compliance with all applicable codes, statutes and permitting requirements.

11. Successful Contractor will be responsible for compliance with all applicable airport security requirements.

## **VI. CONTRACT TERM**

The contract shall be for four (4) consecutive one (1) year terms beginning on July 1, 2019 or as close to this as possible. Upon agreement, the contract may be renewed for another four (4) year term.

## **VII. PROPOSAL FORMAT**

Proposer shall submit one (1) original and three (3) copies of the complete proposal. Proposal 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. Experience of the individual that would oversee the proposed work. Resume should include relevant experience, training and an indication of the nature and extent of the individual's involvement in previous HVAC/BAS and Facilities Services.
  - a. It is mandatory that the Proposer must have a minimum of ten (10) years of successful experience in air conditioning/heating maintenance, building automation system maintenance and facilities services at a multi-building campus. Any qualified provider failing to comply with this provision will not be considered for this contract.
  - b. The qualified provider shall have in its employ enough trained mechanics and control technicians so that calls of any emergency nature can be answered immediately with the arrival to the job site no later than one (1) hours after the call was entered. The qualified provider must have in its employ a sufficient number of trained mechanics and technicians that comply with Airport security requirements to cover vacations, sickness, or other absences.
4. History of Firm – Indicate the number of employees and the firm's age. Indicate affiliations and ownership of your firm. Indicate training procedures. Include a list of the firm's similar experience for such contracts more than \$50,000 annually; with similar distance between the customer and service personnel.
5. Proposed Service

- a. Indicate your proposed service, which will state how you will provide services per the information in this RFP
  - b. Indicate plans for record keeping and quality assurance.
  - c. Include a detailed task schedule for preventative maintenance for each piece of equipment, which will list the tasks, which will be accomplished through the contract year
  - d. Include a list of equipment that is not covered because of its obsolescence or other reasons.
6. List and itemize the number of estimated hours proposed to accomplish the proposed services, the availability of technicians to include the response time.
7. Cost of the services.

## **VIII. 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 **\$5,000,000** 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.

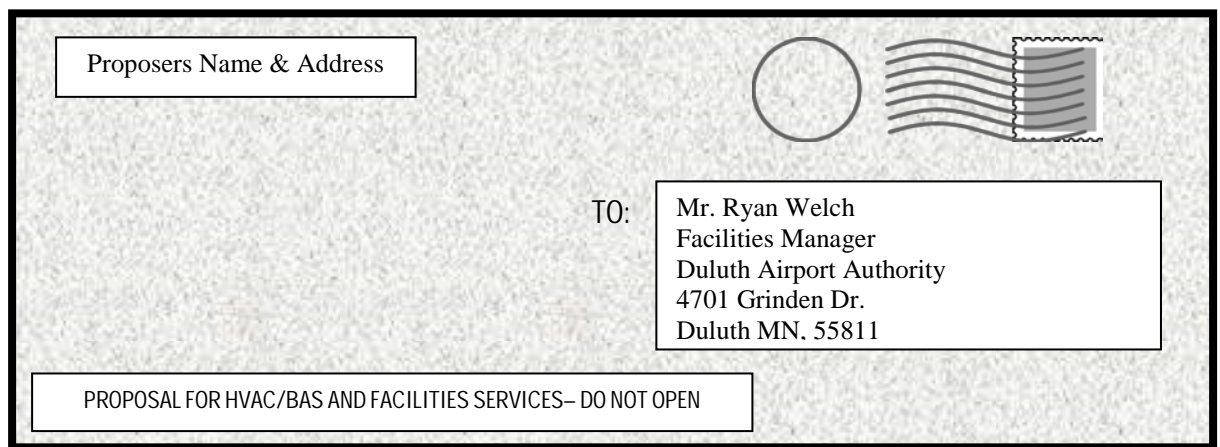
c. Contractor shall be required to provide insurance meeting the requirements stated herein unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates 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.

## **IX. PROPOSAL SUBMITTAL**

Each proposal 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 "HVAC/BAS and Facilities Services"



The diagram illustrates the layout of a proposal envelope. It features a rectangular box in the top left corner labeled "Proposers Name & Address". In the top right corner, there is a circular postmark and a postage stamp. The center of the envelope is addressed to "TO: Mr. Ryan Welch, Facilities Manager, Duluth Airport Authority, 4701 Grinden Dr., Duluth MN. 55811". At the bottom, a horizontal box contains the text "PROPOSAL FOR HVAC/BAS AND FACILITIES SERVICES- DO NOT OPEN".

It is the sole responsibility of the Proposer to see that the submittal is received before the deadline. The Proposer shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered.

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

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 Proposer meets the eligibility standards established in 49 CFR Part 23, Subpart F, as a DBE firm, it shall so state within the proposal 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 proposal. Although no DBE goal has been established for this opportunity DBE participation for this contract is encouraged.

## **X. SELECTION CRITERIA**

All proposals will be thoroughly reviewed through a phased evaluation process which will evaluate the merits of the proposals 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 Operations Director. One or more Proposers may be invited to make an in-person presentation before the Committee to demonstrate their capabilities. The Airport will select the proposal that it believes most closely meets the objectives stated herein.

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

1. Business Qualifications and Experience (20 points): Proposer's successful experience providing this type of business service at campuses of similar size, general experience of the company, and/or experience of the project manager and assigned technicians, to include the following:
  - a. State of Minnesota Chief C Engineer – Minimum Qualification
  - b. Journeyman HVAC Technician – Minimum Qualification
  - c. Number of geo-thermal systems installed
  - d. Number of geo-thermal systems of similar size currently being serviced by your company
  - e. Technician's experience with equipment similar to existing equipment
2. Ability to Perform Proposed Service (20 points): Proposer's experience and relative experience with equipment like existing Airport equipment.
3. Operations Plan (20 points): Proposer's ability to effectively provide local project management technicians to oversee the detailed task schedule, along with shop location and availability of parts.
4. Hours Proposed (10 points): Proposer's number of proposed hours per year, availability of technicians with required Airport security requirements.
5. Cost of Service (30 points): Proposer's quoted price based on the value of service offered within the cost structure.

## **XI. 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 proposal submittal due date and/or Agreement start dates.
3. The committee's evaluation will be tabulated and proposers will be ranked according to the numerical score received. The designated evaluation committee will recommend an award to the Duluth Airport Authority Board.