REQUEST FOR PROPOSAL  
SPECIFICATION #4639  
REPLACEMENT OF ROOFTOP HVAC UNITS

INTENT
The City of New Rochelle is requesting proposals from qualified vendors to Furnish and Install Four (4) Carrier HVAC Units at the Mascaro (Feeney Park) Boys and Girls Club located at 79 Seventh Street, New Rochelle, NY as specified herein. The City of New Rochelle has determined that only HVAC units manufactured by Carrier are acceptable.

Additionally, the successful bidder shall remove and dispose of four (4) existing TRANE rooftop package units along with all related debris including proper removal and disposal of Freon.

PRE-PROPOSAL SITE TOUR
All bidders are requested to attend a field meeting / site tour at 10 AM, February 16, 2006. An inspection of the existing rooftop HVAC will be made at this time. Attendance at the site tour is very strongly recommended and will be considered in the award criteria.

PROPOSAL DUE DATE
Proposal will be accepted up until 3:00 pm on February 28, 2006 in the Purchasing Office, City of New Rochelle City Hall, 515 North Avenue New Rochelle, N.Y. 10801, to the attention of Sandi Nunez, Purchasing Specialist.

BID DEPOSIT
Proposal must be secured by a bid deposit of certified check, bid bond, or annual guaranty bond from an approved bonding or insurance company, authorized to do business within the State of New York, in an amount not less than five percent (5%) of the TOTAL AMOUNT BID (the not to exceed price).

PERFORMANCE BOND
Upon award the City shall require from the contractor a satisfactory bond or security for the proper performance of the contract in an amount equal to the total amount of award.

TIME OF COMPLETION
The awarded contractor must agree to complete all work relating to this project on or before April 28th, 2006. Completion to be defined as “up and running, tested and approved”. The City shall reserve the right to penalize the contractor in the amount of $100.00 per calendar day as liquidated damages for each day that completion is delayed beyond the specified date of completion.
**PROPOSAL COST SUMMARY**
Proposal responses **must** include a cost summary, which shall state a "NOT TO EXCEED" price and sufficiently detail all costs for the proper execution of this project as specified herein.

**TERMS OF AWARD**
It is the City's intent to make an award to one (1) vendor who will be responsible for all aspects of the project.

Proposals will only be accepted from thoroughly competent, experienced and financially qualified firms as determined solely by the City of New Rochelle. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

The City reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interests of the City, and reserves the right to modify any requirements, terms or conditions as outlined in this request for proposal when such modification(s) is in the best interests of the City.

All documentation and specifications requested in the “SUBMITTAL” section of the request for proposal (RFP) must be sufficiently detailed so as to address this bid on an item-by-item basis if required.

**RIGHT TO REJECT PROPOSALS**
This RFP does not commit the City to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or to procure or contract for services. The City intends to award a contract on the basis of the best interest and advantage to the City, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of the City to do so.

**CANCELLATION CLAUSES**
Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation.

**LABOR LAWS**
The awarded vendor will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates, and Workers Compensation.

**PAYMENT TERMS**
Upon completion and the City’s acceptance of the work, the Contractor shall be paid a lump sum price, for removing and disposal of the existing HVAC units and for the proper installation of four (4) new Carrier HVAC units as specified, including associated miscellaneous work for disconnecting, reconnection of electric and gas services, coordination, instruction, start-up, guarantee, manufacturer’s warranties and clean-up. Alternate payment terms may be considered.
AWARD CRITERIA
The award of a contract for the described services will be made by the City’s RFP Evaluation Committee and shall be based on the respondents qualifications including, but not limited to the following: Cost for entire project, references, knowledge and interpretation of the City’s needs, and experience with similar projects.

Respondents may be required to make a presentation of their qualifications to the committee. Proposals will be evaluated and scored on the basis of the following criteria:

A. Experience and Qualifications of the Proposer (maximum 40 points)
Consideration will be given to proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include providing similar services to major public and private sector corporations.

B. Proposal Completion (maximum 20 points)
Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested, and proposal presentation. Attendance at site tour shall also be considered.

C. Financial Terms (maximum 40 points)
Consideration will be given to proposals that present the best value (cost and quality).

BIDDER QUALIFICATION REQUIREMENTS
a) The bidder must provide documentation with their response listing at least five (5) references for similar projects completed within the past 5 years. References must include description of work, contract person, and contact person’s telephone number.

b) The bidder must provide with their response documentation that the company is actively engaged in the sale, installation and/or service of the equipment described for a period of at least the past 10 years.

WORKMANSHIP REQUIREMENTS
All installation work shall be performed in a first class manner, in strict accordance with the best-recognized and approved industry standards.

INSTALLATION
The bidder must thoroughly examine the site prior to proposal submission and to become thoroughly familiar with conditions relating to installation, materials, supplies and equipment to be furnished in accordance with these specifications.

WARRANTY
The contractor shall provide a written service and maintenance guarantee for the HVAC systems for a period of one (1) year from the start-up date. This is to include all required labor and materials to maintain the units, as well as a minimum of four (4) quarterly preventative maintenance inspections.

CANCELLATION
Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation.

**LIABILITY REQUIREMENTS**
The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless the City of New Rochelle, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish the City with Certificate of Insurance prior to commencement of work. The required coverage shall not be less than the following:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Statuary Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>NY State Disability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>“Contractual Liability”</td>
<td>Must be printed on Certificate</td>
</tr>
</tbody>
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**INSURANCE CERTIFICATES SHALL NAME THE CITY OF NEW ROCHELLE AS ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE CITY**

“The City of New Rochelle is named as an additional insured party for all general and excess liability coverage based on the contractual liability of the named insured. Such general and excess liability coverage shall be primary to any other coverage carried by the City of New Rochelle with respects to acts or omissions of the named insured.”

It is intended by the parties hereto that the general and excess liability insurance provided by the contractor shall be primary to any other coverage carried by the City of New Rochelle with respect to liability coverage arising out of any act or omissions by the contractor. The City of New Rochelle will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of the City of New Rochelle.”

**New York Law and Venue.** This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County.

In addition, all City contractors not incorporated in the State of New York must produce a **Certificate to Do Business in the State of New York from the New York Secretary of State** prior to executing their contract with the City.

**ADDITIONAL TERMS and CONDITIONS**

a) Material offered under this Request for Proposal shall be new and meet or exceed the specifications listed herein.

b) The successful bidder must comply with all Federal, State, and City of New Rochelle statues and codes as may be applicable.
c) All bidders must include the attached "Cost Summary Section" with their proposal.

**ADDITIONAL TERMS and CONDITIONS, continued**

d) Proposals and prices must remain valid for 60 days.

e) Proposals must include a work schedule time line.

f) Awarded bidder shall provide the city with 3 copies of the manufacturer’s specs/cut sheets including any and all repair manuals.

**SUBMITTALS**

1) The following list of documents must be included with your proposal response. Failure to provide any of the documentation requested may result in bid rejection.

   a) All documents requested in the Bidder Qualification Section.
   b) Warranty statement.
   c) A completed and signed Exhibit A, attached hereto, with your proposal response.
   d) Bid deposit as required herein.
   e) Two copies of your proposal response.
   f) Cost Summary Page.

2) The following list of documents must be submitted within 10 business days of notice of award. Failure to provide any of the documentation requested may result in bid rejection.

   a) Installation plans and schedule.
   b) Performance bond as required herein.
   c) All product specification sheets for units to be installed.
   d) Certificate of Insurance

**SCOPE OF WORK**

1. **GENERAL**

   The following specifications are intended to be for the provision and replacement of four (4) self contained, package rooftop heating, ventilating and air conditioning units. Line voltage wiring, low voltage wiring, gas piping and rigging are included in this contract. The contractor shall interlock new rooftop package HVAC units to existing fire alarm system as connected before demolition.

   New replacement units shall be manufactured by Carrier, (3-15 ton and 1-10 ton nominal capacity), with gas fired furnaces, new fused disconnect switches suitable for outdoor use (NEMA 3R) and 100% outside air economizers.

   The rooftop has been separated into Upper and Lower for classification purposes herein.

   The new upper roof replacement units shall be mounted on custom fabricated adapter roof curbs suitable for a down flow configuration.

   New lower roof units shall be mounted on existing support steel which is to be scraped and painted
with one coat of RUST-OLEUM 7400 SYSTEM primer and two coats of RUST-OLEUM 7400 System “flat black” finisher.

2. **DEMOlITION AND REMOVALS**

Awarded contractor shall recover refrigerant and dispose per EPA requirements. Disconnect, remove and scrap four (4) existing TRANE rooftop package HVAC units (3 – model SFCA-1503-HB and 1 - model SFCA-1003-HB) as well as associated electrical disconnect switches and gas piping. Any duct work necessary to complete proper installation shall be included herein.

Awarded contractor shall remove existing Honeywell electro-mechanical mercury bulb thermostats and dispose of properly at a Westchester County approved mercury disposal site.

3. **REquired Equipment**

**Upper Roof**

Furnish and install one (1) new Carrier 48TMFO16---511AA (to replace existing SFCA-1503-HB) package rooftop HVAC unit and one (1) new Carrier 48TMEO12---5 (to replace existing SFCA-1003-HB) package rooftop HVAC unit. Units shall be set on custom manufactured curb adapters to fit on existing equipment curbs.

**Lower Roof**

Furnish and install two (2) new Carrier 48TMFO16---511AA (to replace existing SFCA-1503-HB) package rooftop (HVAC units. Set new units on custom manufactured plenum adapters to fit on existing reconditioned support steel (reconditioning done as per section 1 above, GENERAL). The awarded vendor shall install new horizontal ductwork transition fittings and connect to existing. New ductwork shall be externally insulated with 2” rigid fiberglass ductboard, then wrapped and sealed with weatherproofing mastic.

**Natural Gas Piping**

Furnish and install new schedule 40 black steel pipe and fittings and connect to existing. Replace local shut-off valves and paint all exposed gas piping with one coat of RUST-OLEUM 7400 SYSTEM primer and two coats of RUST-OLEUM 7400 SYSTEM “flat black” finisher.

**Condensation Drains**

Furnish and install new copper type “L” condensation drain and piping per equipment manufacturers specifications.

**Line Voltage Wiring**

Reconnect line voltage electric and install new three phases NEMA 3R fused disconnect switches for each rooftop unit. Furnish and install new conduit with watertight fittings and wire as required.

**Automatic Temperature Controls – Typical**

Contractor shall furnish and install one (1) new Honeywell Series T7300 electronic, seven day programmable, multi-stage thermostat with remote space sensor capability. Thermostats shall be mounted in each respective existing location.

4. **Instruction**

The Contractor shall start systems and instruct building personnel on its proper and safe operation.
5. **GUARANTEE, SERVICE AND MAINTENANCE**
The Contractor shall provide a written service and maintenance Guarantee for the HVAC systems, for a period of one (1) year from the start-up date. This is to include all required labor and materials to maintain the units, as well as a minimum of four (4) quarterly preventive maintenance inspections.

**Minimum Warranty Requirements**
Compressors to have a minimum five-year replacement warranty.
Heat exchangers to have a minimum ten-year replacement warranty.

6. **START UP AND CHECK OUT**
The City of New Rochelle requires a one-half hour water spray test (on each unit), to guarantee that water will not leak through unit access panels, causing interior building damage, due to inclement weather. Water will be supplied by the City. This test will be supervised by a representative of the Department of Public Works and coordinated by the HVAC contractor. The HVAC Contractor will be responsible for a watertight unit installation and access panel modifications are not allowed unless authorized by the manufacturer.

The awarded contractor shall be responsible for verifying all line and low voltage wiring connections before equipment start-up. Start, check and test systems for operation.
EXHIBIT A: REQUEST FOR PROPOSAL
SPECIFICATION #4639
FURNISH AND INSTALL ROOFTOP HVAC UNITS

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes______ No______

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the City of New Rochelle treasury is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal Spec. # 4639, except as identified.

Company Name and Address __________________________________________________

________________________________________________

Signature                       Date

__________________________________   __________________

Name & Title (please print)     Phone Number

Email_____________________________   Fax Number_____________