

VILLAGE OF HARRISON
REQUEST FOR BID
FOR
ROOFTOP HVAC UNITS
AT
THE MUNICIPAL BUILDING

Due Date: November 5 – 1:30 p.m.

1.0 Introduction and Background

The Village of Harrison is seeking bids for a contractor to provide all materials and labor to replace two natural gas rooftop HVAC units on the Municipal Building. The building is located at W5298 State Road 114 in Harrison.

2.0 Scope of Work

Two International Comfort Products Comfortmaker PGS150H250AA 12.5 and 10 ton units are currently installed. We are seeking replacements to be provided and installed by the Contractor. Reference Attachment A for the information (picture of unit label) from one of the current units.

- Bids should include two lump sum prices. One lump sum price should be for a unit that must meet the qualifications for Focus on Energy incentives. The awarded contractor will complete the Focus on Energy Incentive Application for Existing Buildings including providing all additional paperwork and receipts required and provide them to the Village complete and ready for the Village to submit the rebate. The second lump sum price should be for an alternate standard unit.

In addition to the unit, the lump sum prices shall include connection and integration with the existing thermostat/controls.

Lump sum pricing shall include all materials and labor for a complete installed project, to include but not be limited to; crane rental, tools, travel, misc piping and fittings, electrical disconnect and reconnect (using existing disconnects), gas disconnect and reconnect (using existing regulator). Contractor shall site clear all materials and existing units and provide a one year parts and labor warranty.

Lump sum prices shall also include unit start up and verification of proper operation of units.

Contractors may propose any manufacturer and model as long as the unit is equal to or exceeds a direct replacement. The Village of Harrison will be the sole judge of equivalency.

If you are bidding a unit other than a direct replacement you must include information on the unit compared to the ICP. For example you must state "Unit bidding is ____ BTU heat and the ICP unit is ____ BTU heat." Failure to provide this comparison may result in the rejection of your bid.

3.0 Site Visit

There is not a formal site visit. If you would like to see the existing unit or site conditions, contact Matt Heiser at 920-989-1062 or email to mheiser@harrison-wi.org to arrange a time to see the site. Site visits will not be accepted unless an appointment is made.

4.0 **Completion**

The Board will approve the bid on November 9, 2021. The contractor shall have the unit fully installed and operational by December 31, 2021.

5.0 **Insurance and Indemnification**

See Attachment B for the requirements of the awarded bidder. This form must be completed and returned with your bid. However, only the awarded contractor will need to supply their Certificate of Insurance.

6.0 **References**

Include a minimum of three and a maximum of five references for similar projects your company has completed in the past five years. Include company name and location and contact name and phone number.

7.0 **Bid Submittal**

Include the following –

- Completed Bid Form

- Completed Attachment B as Referenced in Section 5.0

- References as Outlined in Section 6.0

- Information on the unit bidding

Failure to provide the requested information may result in the rejection of your bid.

8.0 **Contact Information**

All requests for further information should be directed as follows:

Site Information

Jeff Funk

Operations Manager

jfunk@harrison-wi.org

920-989-1139

Bidding & Purchasing Information

Matt Heiser

Village Manager

(920) 989-1062

mheiser@harrison-wi.org

9.0 **Clarification and/or Revisions to the Specifications and Requirements**

Bidder must examine the documents carefully and before submitting a Bid, may request from the Village's contact person(s) additional information or clarification. A Bidder's failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The Village is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the Village's

attention.

The Village will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addendum prior to the Bid due date. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at www.harrison-wi.org then "How Do I" then Apply For" then RFPs. Upon posting, such addenda shall become part of the document and binding on Bidder(s).

Any questions that come up and require additional information will be posted online at www.harrison-wi.org then then "How Do I" then Apply For" then RFPs

10.0 **Village Reservation**

- a. This bid request does not commit the Village of Harrison to make an award or to pay any costs incurred in the preparation of a proposal in response to this bid.
- b. The bid will become part of the Village of Harrison's files without any obligation on The Village's part.
- c. The bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Village of Harrison for any purpose.
- d. The vendor shall report to the Village of Harrison any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from the Village of Harrison.
- e. The Village of Harrison has the sole discretion and reserves the right to cancel this bid and to reject any and all bids received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.
- f. The Village of Harrison reserves the right to request clarifications for any bid.

11.0 **Dates**

The Village of Harrison issued this RFP on Friday, October 15, 2021. The Village will receive sealed bids up to 1:30 p.m. CT on November 5, 2021.

Deliver or mail bids to –

The Village of Harrison
Attn: Village Manager Matt Heiser
W5298 State Road 114
Menasha, WI 54952

The sealed envelope containing your bidder shall show the name of the bidder and must be clearly marked "**Bid – Municipal Building RUs**". Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 2:00 p.m. on November 5, 2021 in the Municipal Building

Board Room.

12.0 Facsimile or Email of Bids

Facsimile or email bids are not acceptable.

13.0 Method of Procurement

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Municipal Code and policies of the Village of Harrison.

14.0 Taxes

All materials used on this project are tax-exempt under Wisconsin State Statute 77.54(9m).

VILLAGE OF HARRISON BID FORM
Municipal Building Rooftop HVAC Units

Bid Due: November 5, 2021 1:30 p.m. CT

Mail / Delivery Bids To: Village of Harrison
Attn: Village Manager Matt Heiser
W5298 State Road 114
Menasha, WI 54952

Focus on Energy LUMP SUM BASE BID \$ _____

Written
_____ Dollars and _____ Cents

Make & Model of Unit Bidding _____

Alternate LUMP SUM BASE BID \$ _____

Written
_____ Dollars and _____ Cents

Make & Model of Unit Bidding _____

Include all information as requested in Section 7.0

Acknowledgement of Addendum(s)

Addendum _____ Date Issued _____

Firm Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Date:

Address:

Telephone:

Fax:

E-mail:

INTERNATIONAL COMFORT PRODUCTS, LLC

PGS150H250AA----

SERIAL G052020663



LEHISBURG, TN 37043

FACTORY CHARGED

	QTY	VOLTS AC	PH	HZ	RLA	LRA	REF. SYSTEM R-22	TEST PRESSURE GAGE
COMPR	1	208-230	3	60	23	146	8.8 LBS 4 kg	HI 415 PSI 2857 kPa
COMPR	1	208-230	3	60	23	146	8.6 LBS 3.9 kg	LO 150 PSI 1034 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA			
OUTDOOR	2	208-230	1	60	1.4	3		
OUTDOOR								
INDOOR	1	208-230	3	60	15	108		
OTHER								
COMBUST	1	208-230	1	60	0.6	1.7		

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY 208/230 3 PH 60 HZ
 PERMISSIBLE VOLTAGE AT UNIT 254 MAX 187 MIN

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM *	SIDES	FLUE SIDE **
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4MM	0 IN 0 MM	48 IN 1219M
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL
 ** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

MIN CKT AMPS 69.6	MAX FUSE OR HACR BREAKER	MINIMUM UNIT DISCONNECT FLA 73	LRA 406
	MAX OVERCURRENT PROTECTIVE DEVICE 80		

COMBINATION COOLING AND HEATING UNIT

DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.

DESIGNED MAXIMUM OUTLET AIR TEMPERATURE 180F 82C

AIR TEMP RISE 40-70F 22.2-38.9C	MAX EXTERNAL STATIC PRESSURE 1.0WC 0.19KPA
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	INPUT MIN	INPUT MAX	OUTPUT CAP	THERMAL EFFICIENCY	EQUIPED FOR USE WITH
BTU/HR	200000	250000	160000/20000	80	NATURAL GAS
W	58.6	73.3	46.9/58.6		
GAS SUPPLY PRESSURE	13WC 3.23KPA MAX		4WC 0.99KPA		MIN
MANIFOLD PRESSURE	2.2/3.5WC .55/.8				

GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES IN ACCORDANCE WITH ANSI Z21.47 STANDARD-1993



LISTED
 COOLING PORTION OF
 HEATING AND COOLING UNIT
 36HZ

Attachment B: Village of Harrison Indemnification and Insurance

Section 1 - Indemnification and Hold Harmless Clause:

_____ (Contractor / Vendor Name) agrees at all times during the term of the agreement to indemnify, hold harmless and defend the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the Village, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by _____ (Contractor/Vendor Name), its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the Village, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor's/Vendor's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor. Nothing contained in this agreement is intended to be a waiver or estoppels of the Village to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall not be liable in indemnity and contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 2 - Compliance with Laws, Regulations, Permits, Etc. Clause:

The _____ (Contractor/Vendor Name) shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all Village rules and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the Village must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. Effective May 1, 2007 employers performing work on qualified public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Wisconsin Statute § 103.503.

Section 3 - Subcontractors Clause:

The _____ (Contractor/Vendor Name) shall require each of their Subcontractors to take out and maintain, during the life of their subcontract the same insurance coverages as required under section 6, below, including without limitation naming the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the _____ (Contractor/Vendor Name) two (2) copies of all certificates of insurance in a form acceptable to the Village. The _____ (Contractor/Vendor Name) shall furnish one copy of

each of the certificates of insurance, and any other evidence of insurance requested by the Village, to the Village prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractors. The Village reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractors, if the Subcontractor is not in compliance with these insurance requirements.

Section 4 - Proof of Insurance:

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an "AM Best" rating of A- or better. Acceptance of Contractor's insurance by the Village shall not relieve or decrease the liability of the Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Coverage afforded shall apply as primary and non-contributory, with the Village, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers named as **additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law)**. All liability insurance policies (except professional liability policies) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The Village shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, the _____ (Contractor/Vendor name) shall furnish the Village with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. **Certificates of insurance shall be sent to the following address: Village of Harrison, Attention: Village Manager Matt Heiser, W5298 State Road 114, Menasha, WI 54952.** The Village reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractors, if the _____ (Contractor/Vendor Name) is not in compliance with these insurance requirements.

Section 5 – Applicable Law:

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Calumet County, Wisconsin and the Village and _____ (Contractor/Vendor Name) shall submit exclusively and specifically to the jurisdiction of the Calumet County Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

Section 6 – Insurance Coverage Requirements:

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **The Village of Harrison in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** _____ (Contractor/Vendor Name) agrees that in order to protect itself and the Village, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Minimum Insurance Coverages and Limits

1) Worker's Compensation & Employer's Liability

- a) Applicable State – Statutory Limits as Required by the State of Wisconsin
- b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit
- c) Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the Village shall not be liable to _____ (Contractor/Vendor Name), its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. _____ (Contractor/Vendor Name) agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Automobile Liability – Owned, Non-Owned, Hired

- a) Bodily Injury and Property Damage Combined - \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.
- b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the Village, a copy of the Certificate of Insurance (and any other documentation requested by the Village) for Personal Automobile Liability coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

- a) Bodily Injury and Property Damage Combined - \$1,000,000, Each Occurrence
- b) Personal Injury - \$1,000,000
- c) X,C,U - \$1,000,000 Each Occurrence
- d) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4) Umbrella or Excess Liability

- a) \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

Other Insurance Coverage's & Minimum Limits

1) Professional Liability

- a) Coverage Limit - \$1,000,000 per claim or event

The _____ (Contractor /Vendor Name) shall maintain insurance covering negligent acts, errors and omissions, arising out of performance of, or the failure to perform, any professional services required under this Agreement. Additionally, the _____ (Contractor/Vendor Name) shall require its consultants and their sub-consultants, if any, to maintain professional liability insurance. If the policy coverage is a

claims made policy and not occurrence based, then all such insurance coverages shall be maintained for a minimum of ten (10) years following completion or earlier termination of the Project.

2) Completed Operations

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

3) X,C,U

- a) \$1,000,000 / Each Accident

4) Product Liability

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

5) Malpractice / Professional Liability

- a) In an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate

For claims made, the retroactive date of coverage for all policies in force during this agreement shall be not later than the inception date of the agreement. Coverage shall be extended beyond this agreement and policy year either by a supplemental extended reporting period for at least two (2) years after the termination of this agreement or by providing a retroactive date no later than the inception date of this agreement for any policy issued within two (2) years after the termination of this agreement.

6) Pollution Liability

- a) In an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (with 1 year extended reporting period)

7) Aircraft Liability

- a) Piston - \$5,000,000 per occurrence
b) Jet - \$25,000,000 per occurrence

8) Cyber/Privacy Liability

- a) \$1,000,000 per occurrence / \$3,000,000 aggregate

Coverage shall include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract .