



# INVITATION FOR BIDS

## Cooling Tower Replacement (Family Court)

IFB #2010-6708-1724

May 25, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4<sup>th</sup> Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

**Scope of Services:** Removal of the existing cooling tower and support/platform and installation of the City-purchased tower, support/platform and variable frequency drive (VFD). Contractor shall also be responsible for interfacing the new cooling tower to the City's existing building automation system. Contractor shall be responsible for taking delivery and installing the new cooling tower and VFD.

**Mandatory Pre-Bid Site Visit: June 9, 2010 at 9:00 a.m. Family Court (Juvenile and Domestic Relation District Court), at 2501 Huntington Ave. and 25<sup>th</sup> Street, Newport News, VA 23607**

**Bid Due: June 22, 2010 at 3:00 p.m.**

**Contract Officer:**

Kimberly Kapalka, C.P.M., Senior Buyer, (757) 926-3783, email: kkapalka@nngov.com

**AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL ARE REQUESTED**

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this quote is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This form must be signed. Signature must be original, not photocopied (Page 1 of 48 including attachments)*

CONDITIONS AND INSTRUCTIONS

Rev: 05/11/10

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website ([www.nngov.com/purchasing](http://www.nngov.com/purchasing)). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any

exception or changes to the specifications made by the bidder may be cause to disqualify your bid.

10. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com).

11. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
12. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
14. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
17. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate

the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

19. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
20. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
21. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
22. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
24. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
25. The contractor shall keep himself fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor**

**certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

- 26. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 27. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

28. Payment Terms:
- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
  - b) Payment terms shall be considered in determining the low bidder.
  - c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
  - d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
  - e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
29. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
30. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
31. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.
32. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the**

**City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**

- 33. The City has a directory of Newport News Minority and Women-owned businesses. The directory is available at [www.nngov.com/purchasing](http://www.nngov.com/purchasing) .
- 34. This public body does not discriminate against faith based organizations.
- 35. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:

He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

- 36. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, “A drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

37. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
38. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
39. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
40. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
41. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.
42. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.
43. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
44. Failure of the contractor to perform the contract by reason of this non-acceptance of additional conditions shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

**SMALL, MINORITY, WOMEN-OWNED  
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

- 1) If you are a SBE, MBE or WBE, please check one of the following boxes:

**SBE**            **MBE**            **WBE**     

- 2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

	Company Name
Total <b>SBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>MBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>WBE</b> Dollars to be Sub-contracted \$ _____	_____

- 3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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**ANTI-COLLUSION CERTIFICATION**

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

## COOLING TOWER REPLACEMENT (FAMILY COURT)

### **MANDATORY PRE-BID SITE VISIT:**

**All bidders are required to attend the scheduled mandatory pre-bid site visit and inspection at the Family Court (Juvenile and Domestic Relations District Court - lobby), 2501 Huntington Avenue, Newport News, VA 23607.** The site visit is not an opportunity to ask questions on site. All questions and/or requests for clarification shall be submitted in writing to the designated purchasing agent not less than five (5) days prior to the bid due date.

Any substitutions or value engineering proposals shall be submitted as an alternate bid with attached supporting documentation. The City reserves the right to reject alternate bids.

### **SPECIAL NOTE:**

**THIS WORK PROJECT IS BEING FUNDED BY THE FEDERAL ARRA (AMERICAN RECOVERY AND REINVESTMENT ACT) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT, AND IS SUBJECT TO COMPLIANCE WITH THE DAVIS-BACON ACT. CONTRACTORS MUST COMPLY WITH THE DAVIS-BACON ACT REQUIREMENTS. A COPY OF THE SPECIAL TERMS AND CONDITIONS IS ATTACHED FOR BIDDERS' INFORMATION.**

### **BACK GROUND:**

The existing cooling tower is located in the alleyway behind the building of family court. Due to the confined space, a similar cooling tower has been selected for installation. The cooling tower provides condenser water cooling to the central chiller located in the mechanical basement nearby. The chiller capacity is rated at 147 tons, nominal.

### **1.1 GENERAL:**

The purpose and intent of these specifications is to request formal bids from qualified bidders," to provide for the removal of the existing cooling tower and support/platform and installation of the City- purchased tower, support/platform and variable frequency drive (VFD), contractor shall be responsible for interfacing the new cooling tower to the City's existing building automation system, and taking delivery and installing the new cooling tower and VFD. The main objective of the City is to select one qualified bidder who will supply services included in the scope of work and specifications for the COOLING TOWER REPLACEMENT (FAMILY COURT) in terms of quality, compatibility, performance, and service at the most competitive price.

- A. A new cooling tower will be purchased directly by the City of Newport News (City) for the Contractor to install. Product information is attached to this document. This solicitation is for the removal of the existing cooling tower and the installation of the City-purchased tower. The Contractor shall be responsible for taking delivery of the

equipment. The scope of work will also include furnishing and installing a Variable Frequency Drive (VFD) for the new tower and painting the existing steel supports. The contractor shall also be responsible for interfacing the new cooling tower and VFD to the City's existing building automation system. The contractor shall provide all materials, equipment and labor, including crane and operator, to replace the existing cooling tower. All materials, components and parts shall be new. All work shall be in compliance with manufacturer's recommended installation procedures and applicable laws and building codes. Such compliance shall include, but is not limited to, the latest adopted versions of the following:

- The International Mechanical Code, 2006
- The International Plumbing code, 2006
- National Electrical Code, 2005
- The IECC, 2006
- Virginia Uniform Statewide Building Code, 2006
- City of Newport News, Dept. of Engineering Standard Specifications

If the contractor performs work contrary to the above referenced rules and regulations and without written acknowledgment or notice thereto, he shall correct this work and bear all costs arising there from.

- B. Contractor shall have a minimum of five (5) years experience in the installation of this type of equipment. Provide a list of similar completed projects performed in the last 3 years and at least 3 references. Submit copy of crane operator's license.
- C. Contractor shall provide documentation of a qualified installer who is certified to work on Honeywell EBI systems. Should the Contractor not elect to use a Honeywell certified installer and does not provide proper qualification of the direct digital control (DDC) contractor, the bid will be rejected.
- D. Contractor shall provide a **written warranty** for the completed work whereby all defective materials and workmanship shall be repaired or replaced at no additional cost to the City for **one year** from Final Acceptance date. This warranty also covers the work and materials on the building automation interface/programming for a fully compatible and functional system. All repairs or replacement of equipment/components other than those provided by the original equipment manufacturer (OEM) shall be approved by the City prior to commencement of repairs. All repairs and adjustments shall be made to the satisfaction of the Owner, City of Newport News.
- E. Contractor is responsible for obtaining all required permits from the Newport News Department of Codes Compliance but permit fees are waived. Crane permits and fees are not waived.
- F. All work shall be done to avoid damage to any existing equipment to remain. Contractor shall be responsible for repairing any damage to the satisfaction of the Owner, City of Newport News.
- G. The existing equipment shall be removed and disposed of in accordance with local and state regulations. Refrigerant, if any, must be recovered. Recycle scrap metal where

practicable and document as such. All waste removed from site must be disposed of at the **Bethel Landfill, 100 North Park Lane, Hampton, VA** in accordance with the City's disposal agreement. All disposal charges incurred will be the responsibility of the Contractor.

- H. Contractor shall give no less than 14-days advanced notice of need to access service alley for setting up the crane. Crane set up shall be coordinated with the Operations Superintendent and the Sheriff's designated personnel. Location of crane shall be approved prior to set up. Care shall be taken as there is an underground tunnel.
- I. Cooling tower shall be delivered to the job site completely assembled in sealed packaging. Comply with the manufacturer's instructions for rigging and handling of equipment.
- J. In the event that the delivered equipment is unacceptable or defective, Owner reserves the right to cancel or revise Contractor's bid. All expenses incurred by the Contractor up to cancellation or revision of contract shall be paid to him in full.
- K. An Operations Superintendent for the Department of Public Works will act as the Owner's representative during the work.
- L. Contractor shall have **15 calendar days after Notice to Proceed** is issued to complete all work. Notice to Proceed will only be issued after confirmed delivery date of equipment. The selected Contractor shall schedule the work with the Operations Superintendent a minimum of five (5) working days before commencement of work. Normal business hours are Monday through Friday, 7:00AM to 5:00PM. If additional work hours are required, a minimum 24-hour notice shall be given by the Contractor to the Owner. Additional hours will be recorded and if excessive, overtime charges for City representative will be applied to the Contractor. Contractor's additional hours shall not be charged to the Owner. Due to the nature of the building use, it may be required of the Contractor to work after normal business hours. Cooperate with the Owner to minimize conflicts and perform the work so as not to interfere with the day-to-day business operations. Work hours are subject to change at the discretion of the Sheriff. Work stoppage may occur at any time and no additional compensation shall be asked for nor granted to the Contractor for such stoppages. If the work is not completed in the specified time, the Contractor shall pay the City **liquidated damages of \$300** for each calendar day after the expired date of work completion.
- M. When replacing the cooling tower, the chiller shall not be shut down unless the outside temperature is below 50 degrees F to allow the air handlers to utilize the economizer mode. This will enable proper temperatures to be maintained throughout the building.

## **1.2 CITY'S OCCUPANCY REQUIRMENTS:**

This facility is an operational courthouse and, as such, the District Judges and Sheriff's Department will occupy the building during the entire project period. Cooperate with the building occupants and Sheriff's Department during work to minimize conflicts and

facilitate normal usage of premises. Perform all work so as not to interfere with the day-to-day operations. Contractor shall provide not less than 72-hours written notice to the Operations Superintendent of activities that may affect the normal daily functions of the courthouse.

### **1.3 SUBMITTALS**

A. Submittals shall include the following:

- 1) Dimensioned plan and elevation view drawings, required clearances, and location of all field connections and existing field conditions.
- 2) Product data and specifications for Variable Frequency Drive, water meter and current transformers.
- 3) Construction schedule indicating start and finish dates and any milestones shall be submitted for commencement and completion of work.
- 4) Summary of all auxiliary utility requirements, such as electricity, water, compressed air, etc. Summary shall indicate quality and quantity of each required utility.
- 5) Single-line schematic drawing of the power field hookup requirements, indicating all items that are furnished.
- 6) Schematic diagram of control system indicating points for field interface/connection for DDC.
- 7) A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with unit submittal.
- 8) Provide a written and an electronic copy of the sequence of operation of the building automation system.
- 9) Drawings that fully delineate field and factory wiring, new piping, by-pass valves and shut-off valves for the new cooling tower.
- 10) Two (2) bound copies of the Operations and Maintenance manuals for equipment and controls.
- 11) Electronic "as-built" drawings on CD and written sequence of operations at completion of work.
- 12) Provide MSDS and product data for marine grade coating and color charts for selection.

**2.1 COOLING TOWER:**

- A. Purchased tower is Evapco, model number AT-14-812 Cooling Tower. Product information attached.
- B. Contractor shall coordinate delivery of equipment with Vincent Pilato, P.E., at Robert W. Hayes Company, Inc., 7420 Central Business Park Drive, Suite 3, Norfolk, VA 23513. Telephone: 757-486-1600. Fax: 757-486-8606.

**2.2 BUILDING AUTOMATION SYSTEM (BAS) Requirements and Interface:**

- A. Contractor shall be responsible for interfacing the new equipment to the City's Building Automation System (BAS). Provide all necessary controls for the existing BAS, Including: sensors, relays, wiring, conduits and modulating signals and sequence of operation of cooling tower in writing. Communications and controls system shall be fully operational at equipment start-up with a written sequence of operation. Graphics shall be approved by Owner.
- B. The existing BAS is a Honeywell EBI Excel 5000 that currently controls a 2-speed cooling tower fan located on the roof of the Public Safety Building. Additionally, the City has a central computer (**Honeywell EBI R-300**), located at Public Works Operations Center, 513 Oyster Point Road, that monitors, alarms, remote alarms and allows complete operator interface functions from multiple user workstations via a Citrix server. The work in this contract shall include furnishing and installing a new VFD with 3-contactor bypass controlled by the existing BAS including all control wiring, programming. The Contractor shall update the central computer with all modified points, color graphics, alarms, and updated remote alarm features. When completed, the Contractor shall verify full operation of the VFD, as witnessed by a city representative, for automatic start/stop, minimum speed, modulated speed control between minimum to 100% based on leaving condenser water temperature, remote point information on the central computer, and remote alarming. When accepted by the City, the Contractor shall make a full backup of the program at the local BAS panel and backup the modifications at the central computer including all required wiring, programming, and graphics to reflect new variable frequency controller and motor sequence.
- C. Factory mounted DDC controller(s) shall support operation on a BACnet®, Modbus® or LONMARKS ® network via one of the data link / physical layers listed below as specified by the successful Building Automation System (BAS) supplier.
  - BACnet MS/TP master (Clause 9)
  - BACnet IP, (Annex J)
  - BACnet ISO 8802-3, (Ethernet)
  - LONMARKS FTT-10A. The unit controller shall be LONMARKS® certified.
- D. The information communicated between the BAS and the factory mounted unit controllers shall include the reading and writing of data to allow unit monitoring,

control and alarm notification as specified in the unit sequence of operation and the unit points list.

- E. For cooling tower communicating over a LONMARK network, the corresponding LONMARK External Interface File (XIF) shall be provided with the cooling tower submittal data.
- F. All communication from the cooling tower unit controller as specified in the points list shall be via standard BACnet objects. Proprietary BACnet objects are not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE135-2001).
- G. Contractor shall provide fully delineated graphic display of cooling tower pumps, piping, and valves to and from chiller. Other items to be provided include but is not limited to:
  - 1) Variable speed drive with adjustable points.
  - 2) By-pass valve with adjustable points, open and close.
  - 3) Pump start and stop status.
  - 4) Temperature of condenser water in and out of tower with adjustable point control.
  - 5) Alarm points for pumps, temperature, and variable speed drive.

**3.1 WORK PERFORMED SHALL INCLUDE, BUT IS NOT LIMITED TO:**

- A. The contractor shall furnish all necessary management, supervision, labor, materials, equipment, incidental tools, insurance and vehicles required to remove and install the cooling tower as described in the scope of work.
- B. The contractor shall properly disconnect, de-energize, secure, lockout & tag-out all services related to the existing cooling tower before beginning work. These services include, but are not limited to: city water make-up, condenser water pumping, chiller operation, condenser water isolation valves, cooling tower fan electrical power, cooling tower basin heater electrical power, Building Automation System (BAS) controls, points and sequences.
- C. Disconnect electrical wiring, switches and starter, and remove wiring and conduits back to the nearest junction box.
- D. Remove existing cooling tower. Contractor is responsible for repairing or replacing any equipment, piping and/or connections to remain.
- E. Contractor shall be responsible for coordinating delivery of cooling tower and support platform with Robert W. Hayes Company and notify the Operations Superintendent at least 48 hours in advance of delivery. Operations Superintendent must be on site to accept delivery of equipment and Contractor shall be present to sign off on inspection/condition of equipment.

- F. Clean and prepare existing steel supports for marine grade coating. Paint steel support structure completely.
- G. Cooling tower installation shall be in accordance with manufacturer's installation procedures and recommendations. Contractor shall work with the manufacturer on the delivery and acceptance of the equipment and on the placement of the tower support platform.
- H. Before installation, examine spaces for suitable locations of piping and electrical connections to verify sizes, and other conditions affecting cooling tower performance, maintenance, and operations. Proceed with installation only after unsatisfactory conditions have been corrected. The contractor shall provide all necessary rigging to install the new cooling tower on the support structures.
- I. Provide all required piping and supports to connect the existing piping to the new cooling tower.
- J. Provide all necessary new metal-jacketed pipe insulation and electrical heat-tape for new and remaining existing piping to properly protect from freezing. Heat tape shall be required on all new piping under insulation and on condenser lines.
- K. Install the new VFD in the mechanical room and provide all necessary electrical power wiring to feed the cooling tower's electrical systems in accordance with local codes. Ground all equipment.
- L. Contractor shall run conduit to all electrical control wiring as required by the Honeywell equipment. Contractor shall program new variable frequency drive sequence of operation and install graphics as approved by Owner to reflect new system on EBI.
- M. Provide Accessories:
  - 1) NEMA-1 enclosure with a 3-contactor bypass for the VFD to be mounted in.
  - 2) Basin water heater with temperature control and low water cut-out switch.
  - 3) Fan vibration cut-out switches.
  - 4) Make-up water control valve assembly.

**All items shall be tied in to and/or programmed in to the building automation system.**
- N. Contractor shall run conduit to all electrical control wiring as required by the Honeywell equipment. Contractor shall program new variable frequency drive sequence of operation and install graphics as approved by Honeywell to reflect new system on EBI.
- O. Condenser water system requires a mixing valve. Provide auto bypass mixing valve for new cooling tower and program sequence of operation in to building automation.

- P. Fasteners: Provide 316 stainless steel anchors, bolts, washers and fasteners to properly secure the platform, cooling tower and all peripheral equipment.
- Q. Provide National Electrical Manufacturers Association (NEMA-4) electrical service disconnect switches for all electrically powered outdoor equipment. The disconnect switches shall be mounted on a steel support frame that has been painted with a “marine quality” corrosion resistant coating, applied in accordance with the coating manufacturer’s specifications.
- R. Provide mixing valve: The condenser water system will require a bypass mixing valve. The sequence of operations shall be updated for the BAS.
- S. Provide water meter to monitor usage: Install meter at inlet side of make-up supply water to cooling tower and chiller. Meter shall be used for monitoring the amount of water usage and shall be connected and programmed into the building automation system for read outs and trending. Measured units shall be in hundred cubic feet, smallest in 1/10 of a hundred cubic foot.
- T. Provide current transformers on cooling tower variable frequency drive for monitoring electrical usage. Kilowatt usage information shall be connected and programmed into the building automation system for read outs and trending.
- U. The contractor shall coordinate with the Owner to conduct start-up of the chilled water system. The Owner shall witness and verify the following: proper condenser water flow through the cooling tower; proper fan rotation and speed control; proper level control for level of water for the cooling tower basin and shut off for city make up water; proper temperature control of the basin water heater system including low water cut-out; sequential start-up and shutdown of the condenser water system. Provide testing and starting of equipment, testing of sequence of operation of cooling tower with chiller in operation, alarms and control set points shown on graphics of BAS and instruct the Owner in its proper operation and maintenance.

***(ATTACHMENTS)***

**AWARD**

Award shall be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest responsive, responsible bidder. In determining the lowest responsive, responsible bidder, in addition to price, the City shall consider quality, delivery time, payment terms, options available and suitability of the services offered for the intended use, as well as the capacity, character, integrity, and reputation of the bidder, and any past experience with the service offered of the bidder.

**QUESTIONS**

Questions regarding this IFB, should be directed to the Department of Purchasing, Kimberly Kapalka by email: [kkapalka@nngov.com](mailto:kkapalka@nngov.com) (preferred) or facsimile at (757) 926-8038, *not less than five (5) days* prior to the bid due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

## **INSURANCE ENDORSEMENTS**

**Insurance** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></u>
1. Worker's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability	\$100,000.00 each Occurrence

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POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CITYS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organizations:

**City of Newport News  
Purchasing Department  
2400 Washington Ave  
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93



## WORKER'S COMPENSATION

### CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

Title of Construction Contract: **Cooling Tower Replacement (Family Court)**

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**REFERENCES**

**Reference 1**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

<b>Name of Business, City, County or Agency</b>	<b>Street Address</b>	<b>City &amp; State</b>	<b>Contract Dates</b>
<b>Contact</b>	<b>Title</b>	<b>Telephone</b>	<b>Email Address</b>
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

## BID PRICE PAGE

Company Name: \_\_\_\_\_

QUANTITY	DESCRIPTION	TOTAL BID PRICE
1 Lot	<p><b>Provide all materials, equipment and labor, including crane and operator, to replace the existing cooling tower. All materials, components and parts shall be new (unused). Removal of the existing cooling tower, and installation of the City-purchased tower, and VFD. Interfacing the new cooling tower to the City's existing building automation system. Taking delivery and installing the new cooling tower and VFD. All work as outlined in this IFB document specifications, and requirements.</b></p>	\$ _____
	<p><b>To be awarded to the lowest responsive, responsible bidder</b></p>	

Indicate completion time after given notice to proceed: \_\_\_\_\_

Indicate payment terms if other than "2% 20, Net 30 days": \_\_\_\_\_

**EXCEPTIONS:**

Note: Bidder must sign the appropriate statement below, as applicable:

- ( ) Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm:

\_\_\_\_\_

Signature: \_\_\_\_\_

- ( ) Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB submittal):

Firm:

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vendors should note that any exceptions taken from the stated terms and or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

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**BID RESULTS**

**Bid results may also be obtained from our website at: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com)**

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