DULUTH AIRPORT AUTHORITY

Duluth International Airport and Sky Harbor Airport
Solicitation 23-4410

Mechanical Services Request for Proposals
Issued: Nov. 1st, 2023
Proposals Due: Dec. 11th, 2023

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

I. INVITATION

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

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

The following properties will be included in the scope of work:

Duluth Airport Terminal
4701 Grinden Dr.
Duluth, MN 55811

Parking Ramp – Duluth Airport
4701 Grinden Dr.
Duluth, MN 55801

SRE
4875 Malstrom Rd.
Duluth Mn, 55811

Hangar 103
4960 Airport Approach Rd
Duluth, MN 55811

Sky Harbor SRE*
5000 Minnesota Ave
Duluth, MN 55811

ATC - Tower
4525 Airport Approach Rd.
Duluth, MN 55811

Hangar 104*
4923 Airport Approach Rd.
Duluth, MN 55811

Building 311
4464 Ralston Dr.
Duluth, MN 55811

Sky Harbor Airport Terminal and Hangar *
5000 Minnesota Ave
Duluth, MN 55811

*Currently under or potentially under construction/renovation

All proposers shall attend the mandatory property orientation at 12:00pm local time on November 13th, 2023, at the main terminal building at 4701 Grinden Dr., 3rd Floor Conference Room to review and familiarize themselves with the equipment and systems to be maintained and operated. Prospective proposers should only contact the City of Duluth, MN Purchasing Department. Any contact with Airport staff, governmental officials, Authority members, lobbyists or anyone else regarding this opportunity is strictly prohibited and failure to follow these rules will subject the prospective proposer to disqualification.

Responses to the Request for Proposals will be accepted until 2:00 p.m. local time, December 11th, 2023. It is the sole responsibility of the Proposer to see that the proposal is received before the submission deadline. The proposers shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered.

Selection committee will review proposals and notify respondents if additional information is required to aid in the evaluation of written proposals. Selection committee reserves the right to interview any and all respondents as an additional step in the evaluation process.

Announcement of the selected respondent will be made by December 29th, 2023.

II. REQUESTS FOR CLARIFICATION/INFORMATION

Any requests for clarification or additional information deemed necessary by any respondent to prepare a proper proposal must be emailed to the City of Duluth, MN Purchasing Department at purchasing@duluthmn.gov, on or before November 24th, 2023. The firm shall acknowledge receipt of any addendum that may be necessary in their proposal.

Responses to questions will be issued in an addendum by the City of Duluth, MN Purchasing Department on November 30th, 2023.

All questions and requests for information will be answered no later than November 30, 2023. Answers to all questions will be provided to the proposers that attended the mandatory property orientation at 12:00pm on November 13th, 2023 via addendum on November 30, 2023.

Description	Date and Time
Request for Proposals Issued	November 1, 2023
Mandatory Pre-Bid Meeting	November 13, 2023 @ Noon CST
Deadline to Submit Questions	November 24, 2023
Final Response to Questions	November 30, 2023
Deadline for SOQ Submissions	December 11, 2023 @ 2:00PM CST
Anticipated Contract Execution	January 2024

IV. CONTRACTOR RESPONSIBILITIES

1. Successful Contractor will perform comprehensive HVAC/BAS/Geo-thermal and Facilities Services to include but not limited to, boiler checks, preventative maintenance on mechanical systems, controls maintenance and customer service at DAA operated/owned facilities.

2. Successful Contractor shall have at least 10 years' HVAC/BAS experience

3. Successful Contractor will provide a list of the service personnel and contract support to be used, their responsibilities and qualifications.

4. Successful Contractor shall use trained personnel directly employed and supervised by the contractor. Service personnel must be qualified to keep the equipment properly maintained.

5. Successful Contractor shall have possession of or access to the manufacturer's specified maintenance and repair procedures and complete parts lists for all equipment.

6. Successful Contractor's representative shall report to the Airport Facilities Manager daily when on the job prior to performing services. One individual shall be responsible for reporting the number of technicians working on the job daily and for the completion and submission of reports. The contractor shall again report when leaving the campus and submit performance reports.

7. Successful Contractor will perform all planned preventive maintenance service work under specifications contained within this document during regular working hours of the regular workday. Regular working hours are 7:00 am – 5:00 pm, Monday through Friday.

8. Successful Contractor will inform the Airport if, for some unknown reasons, equipment must be shut down for an extended period and the measures being taken to put the equipment back into service

9. Successful Contractor will be required to assume total responsibility for all services offered in their proposal.

10. Successful Contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

11. Successful Contractor will be responsible for compliance with all applicable codes, laws, statutes and permitting requirements.

12. Successful Contractor will be responsible for compliance with all applicable airport security and badging requirements .

VI. CONTRACT TERM

The contract shall be for five (5) consecutive one (1) year terms beginning on January 1, 2024 or as close to this as possible to be mutually agreed upon.

VII. PROPOSAL FORMAT

Proposer shall submit one (1) original and three (3) copies of the complete proposal. Proposal shall include in order the following information enclosed within each section.

1. Table of Contents

2. Executive Summary Cover Letter submitted on company's letterhead

3. Organization Information about the firm including:
   a. Name of Firm and Location of principal and branch office
   b. Length of time in business and year established
   c. Contact Information
   d. Type of firm and ownership (Corporation, Partnership, Joint Venture, Other)
   e. History of Firm – Indicate the number of employees, etc.

4. Legal Status- A statement that the Responder is not currently disbarred or suspended by the federal government, the State of Minnesota or any of its departments or agencies or another government entity.

5. Key Personnel- Experience of the individual or team that would oversee the proposed work. Resume should include relevant experience, training and an indication of the nature and extent of the individual's involvement in previous HVAC/BAS and Facilities Services.

    a. It is mandatory that the Proposer must have a minimum of ten (10) years of successful experience in air conditioning/heating maintenance, building automation system maintenance and facilities services at a multi-building campus. Any qualified provider failing to comply with this provision will not be considered for this contract.
    b. The qualified provider shall have in its employment enough trained mechanics and control technicians so that calls of any emergency nature can be answered immediately with the arrival to the job site no later than one (1) hours after the call was entered. The qualified provider must employ a sufficient number of trained mechanics and technicians that comply with Airport security requirements to cover vacations, sickness, or other absences.

6. Proposed Service

    a. Indicate your proposed service, which will state how you will provide services per the information in this RFQ.
    b. Indicate plans for record keeping and quality assurance.
    c. Include a generic task schedule for preventative maintenance that will be completed at all of the locations listed above in Section I.
    d. Include a list of equipment that is not covered because of its obsolescence or other reasons.
    e. List and itemize the number of estimated hours proposed to accomplish the proposed services.

7. Monthly Cost of the Services- The DAA understands that interpretation of the services will differ amongst the proposers. Please provide an itemized list of the general services to be performed by the proposer in your monthly cost of services breakout.

8. Essay- Describe in a short essay why your firm is the most qualified to handle the diverse set of HVAC/BAS and Facilities Services required by the DAA.

9. References- Provide three commercial references for whom you've provided similar services to in the previous 10 years.

10. Supplementary Information- Present any additional information you feel is important for the DAA to understanding your qualifications.

11. Potential Conflict of Interest- A conflict of interest exists if a firm/team has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. Either certify: (i) your firm/team is unaware of any potential conflict of interest, or (ii) indicate the potential conflict(s) and

the nature of such conflict. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your firm/team is currently, or have been, employed and which may be affected.

VIII. INSURANCE & INDEMNIFICATION REQUIREMENTS

A. Proposer Liability Insurance

a. Insurance: Proposer shall carry and maintain in full force and effect during the term of this Agreement the minimum amounts of insurance set forth below. The Proposer shall carry workers' compensation insurance on all of its employees employed on the Project. Proposer may request the Authority to approve alternative types of insurance providing at least equal protection. All such insurance shall be in at least the following amounts and shall be in a form reasonably acceptable to the Authority, shall name the Authority and the City of Duluth as additional insureds on Proposer's commercial general liability insurance for claims caused in whole or in part by the negligent acts or omissions of the Proposer occurring through completion of Proposer's services under this Agreement and shall provide for thirty (30) days' written notice to the Authority of any cancellation or modification thereof. Appropriate certificates of insurance evidencing the existence thereof shall be delivered to the Authority prior to the execution of this agreement. All insurance required under this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and authorized to do business in the State of Minnesota. All insurance policies required below shall be primary and shall not require contribution from any coverage maintained by the Authority and/or the City.

i. Commercial general liability insurance, including contractual, completed operations, premises and operations and products liability coverage in an amount of not less than $1,500,000 combined single limit or $1,500,000 bodily injury per occurrence; $1,500,000 property damage per occurrence and $1,500,000 in aggregate.

ii. Owned, non-owned and hired vehicles in an amount not less than $1,500,000 combined single limit or $1,500,000 bodily injury per occurrence; $1,500,000 per occurrence.

iii. Worker's Compensation insurance in accordance with the laws of the State of Minnesota.

b. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Authority and/or City.

c. Insurance Not Limitation: It is understood that the specified amounts of insurance stated in this paragraph shall in no way limit the liability of Proposer under this Section.

d. Disclaimer: Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Proposer's interests and liabilities. It shall be the obligation and responsibility of Proposer to insure, as it deems prudent, its own personal property, against damage. Authority does not have insurance coverage for Proposer's property.

B. Indemnification

a. Proposer shall indemnify, save, hold harmless, and defend Authority and the City of Duluth (the "City"), their officials, agents and employees, successors and assigns, individually or collectively from and against any and all claims including a

claim for contribution or indemnity, demands, causes of action, loss, injury, liability, costs and expenses of whatsoever kind or nature (including but not limited to reasonable attorneys' fees, disbursements, court costs, and expert fees) and damages for or related to injury to or death of persons or damage to property to the extent caused by any negligent or wrongful act or omission of the Proposer or its employees or consultant under this Agreement, and on ten (10) days' written notice from the Authority, the Proposer shall appear and defend all claims and lawsuits against the Authority and/or the City growing out of any such injury or damage.

IX. PROPOSAL SUBMITTAL

Each proposal must be submitted in a sealed envelope bearing the following information on the outside:

1. Name of Company
2. Address of Company: and
3. The words "HVAC/BAS and Facilities Services"

Duluth Airport Authority
Solicitation 22-4406
HVAC/BAS and Facilities Services
Request for Proposals
Attn: Mark Papko
4701 Grinden Drive
Duluth, MN 55811

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

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

X. SELECTION CRITERIA

All proposals will be thoroughly reviewed through a phased evaluation process which will evaluate the merits of the proposals received in accordance with the evaluation factors stated herein and formulate a recommendation. One or more respondents may be invited to make an in-person presentation before the Committee to demonstrate their capabilities. The Duluth Airport Authority will select the proposal that it believes most closely meets the objectives stated herein. The evaluation of all proposals will be made by a selection committee comprised of three to five (3-5) members. The Airport will select the proposal that it believes most closely meets the objectives stated herein.

The selection committee will evaluate each proposal using the weighed criteria listed below:

1. Business Qualifications and Experience (20 points): Proposer's successful experience providing this type of business service at campuses of similar size, general experience of the company, and/or experience of the project manager and assigned technicians, to include the following:
    a. State of Minnesota Chief C Engineer – Minimum Qualification
    b. Journeyman HVAC Technician – Minimum Qualification
    c. Number of geothermal systems installed
    d. Number of geothermal systems of similar size currently being serviced by your company
    e. Technician's experience with equipment similar to existing equipment

2. Ability to Perform Proposed Service (20 points): Proposer's experience and relative experience with equipment like existing Airport equipment.

3. Operations Plan (10 points): Proposer's ability to effectively provide local project management technicians to oversee the detailed task schedule, along with shop location and availability of parts.

4. Hours Proposed (10 points): Proposer's number of proposed hours per year, availability of technicians with required Airport security requirements.

5. Cost of Service (20 points): Proposer's quoted price based on the value of service offered within the cost structure.

6. Familiarity with Airports (20 points): airport operations, airport security measures, passenger and tenants needs in an aviation environment, or like facilities with unique 24/7 operations.

The selection committee members will award a single score to each proposal, and the proposal with the highest score will be deemed the successful respondent. DAA staff will then begin the contract negotiations with the successful respondent and present contract to the DAA Board of Directors for their approval.

XI. MISCELLANEOUS INFORMATION AND CONTRACTUAL REQUIREMENTS

1. Statistical information contained in these documents is for informational purposes only. The Airport is not responsible for any inaccuracies or interpretations of said data.

2. The Airport reserves the right to postpone the proposal submittal due date and/or Agreement start dates.

3. The committee's evaluation will be tabulated and proposers will be ranked according to the numerical score received. The designated evaluation committee will recommend an award to the Duluth Airport Authority Board.

4. Based on the results of this evaluation, the qualifying statement determined to be the most advantageous for the HVAC SOQ, taking into account all of the evaluation factors, may be selected by the DAA for further action, such as proposal submission and contract negotiations. If, however, DAA decides that no statement is sufficiently advantageous to the DAA, the DAA may, at its sole discretion, take whatever further

action that is deemed necessary to fulfill its needs. If, for any reason, a statement is selected and it is not possible to finalize a contract with the Respondent, the DAA may begin contract preparation with the next qualified Respondent or determine that no such alternate statement exists.

5. During the performance of this contract, the Proposer, for itself, its assigns and successors in interest, hereinafter referred to as the "Proposer" agrees as follows:

6. Compliance with Regulations The Proposer shall comply with applicable Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this contract.

7. Non-discrimination The Proposer, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The Proposer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

8. Solicitations for Subcontractors, including procurement of materials and equipment In all solicitations either by competitive bidding or negotiation made by the Proposer for consulting services to be performed under a subcontract, each potential consulting subcontractor shall be notified by the Proposer of the Proposer’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, disabilities, or veterans status.

9. Information and Reports The Proposer shall provide all information and reports required by the Regulations of directives issues pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Proposers is in the exclusive possession of another who fails or refuses to furnish this information, the Proposer shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

10. Sanctions for Noncompliance In the event of the Proposer's noncompliance with the non-discrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
    a. Withholding of payments to the Proposer under the contract until the Proposer complies, and/or;
    b. Cancellation, termination or suspension of the contract, in whole or in part.

11. Debarment The Proposer must not be currently under suspension or debarment by the State of Minnesota, any other state, or the federal government.

12. Incorporations of Provisions The Proposer shall include the provisions of paragraphs 1 through 5 in every consulting subcontract, unless exempt by the Regulations or directive issued pursuant thereto. The Proposer shall take such action with respect to any consulting subcontract as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions of noncompliance. Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a consulting subcontractor as a result of such direction, the Proposer may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

13. Minority Business Enterprise (MBE) Assurances Policy
It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract and the Proposer hereby agrees to abide by these requirements to the extent applicable to the Proposer's professional services under this contract.