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February 13, 2015

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Wednesday, February 25, 2015, at 2:00 PM** for the following:

**Service, Examination and Maintenance of the HVAC System  
Carnegie Building, 322 Sixth Street, Traverse City, MI  
(specifications attached)**

If the specifications are obtained from the City's new updated website link at: [http://www.traversecitymi.gov/bids\\_and\\_rfps.asp](http://www.traversecitymi.gov/bids_and_rfps.asp), it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to [jdalton@traversecitymi.gov](mailto:jdalton@traversecitymi.gov)

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

Only the successful Bidder will be notified. If you so desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for the **“Carnegie Building HVAC.”**

You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Penny Hill, Assistant City Manager, at (231) 922-444, before the bid is submitted.

PLEASE SUBMIT BID TO: Julie Dalton, Purchasing Agent  
400 Boardman Avenue, 2<sup>nd</sup> Floor  
Traverse City, MI 49684

**HVAC SYSTEM  
CARNEGIE BUILDING  
322 SIXTH STREET  
CITY OF TRAVERSE CITY  
REQUEST FOR BIDS**

**INSTRUCTIONS TO BIDDERS**

**1. INTENT**

The City of Traverse City is requesting bids from qualified experienced HVAC System contractors (Contractor) for the service, examination and maintenance of the HVAC System (including the heating, cooling, humidification and thermostat control system) at the Carnegie Building, 322 Sixth Street, Traverse City, Michigan.

The City intends to select the qualifying contractor on the basis of qualifications, ability, relevant experience, cost, work plans and time frame, possession of required licenses and insurance and other pertinent factors. The Contractor must have all required licenses and will be required to accept a service order from the City for this work. The Contractor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work. A sample service order is attached to this Request for Bids. All requirements of the service order must be met, including workers compensation insurance pursuant to Michigan law.

**2. SCOPE OF SERVICES**

This scope of services shall consist of the service, examination and maintenance of the HVAC System, including but not limited to the chillers, boilers, humidifiers, fan coil units, and air handlers with heating and cooling coils, located at the Carnegie Building.

**3. SPECIFICATIONS**

The service, examination and maintenance of the entire HVAC System (including the heating, cooling, humidification and thermostat control system) for defects shall be conducted by a licensed HVAC journey person twice per year. In addition, the Contractor shall be responsible for the thermostat control system which requires weekly monitoring of temperature (not humidity) levels based upon occupancy and use. Service shall be conducted during regular business hours Monday - Friday between the hours of 10:00 AM and 5:00 PM. The time frame shall be for a 3-year period. A service order shall be issued each year of the three-year period, upon satisfactory service, as determined by the City Manager or his designee, and as long as the price remains the same as in the original bid.

All systems shall be checked for proper operation, including:

- A. Inspect all belts and pulleys and replace belts as needed
- B. Inspect and lubricate all bearings

- C. Inspect and tighten electrical wiring and connections
- D. Inspect pumps for leakage
- E. Inspect valves for leakage and corrosion
- F. Inspect fans
- G. Check filters and clean if possible and/or replace every 3 months - owner to furnish filters
- H. Inspect and lubricate motors
- I. Inspect and lubricate dampers and linkage
- J. Inspect operating controls for proper operation
- K. Contractor to immediately provide written report to the City Manager describing any dangerous or unsafe condition or non-routine maintenance issues observed.

Contractor shall be responsible for all of the tasks listed on the attached maintenance schedules for equipment listed on page 8. In addition, the Nelson air fan coil units shall be inspected and cleaned (blown out) in the fall (no maintenance schedule available).

Contractor shall conduct an annual boiler inspection. Contractor shall train Traverse City staff on monthly testing requirements.

#### **4. EXAMINATION OF HVAC SYSTEM**

Contractors submitting bids may examine the HVAC System with staff prior to the bid opening date to familiarize themselves with the project. Contractors who have not seen this system are strongly encouraged to examine the system personally. The system may be examined during normal working hours between 10:00 AM and 5:00 PM Monday through Friday by contacting Penny Hill, Assistant City Manager, at (231) 922-4444.

Prior to submission of the bid, bidder shall make and shall be deemed to have made a careful examination of the site, any plans, specifications, service order as included herewith, and shall have become informed as to the location and nature of the proposed project, general local conditions and all other matters that may affect the cost and time of completion of the project.

Ignorance of conditions that now exist or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination or becoming so informed, will not be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements of the service order, and will not be accepted as a basis for any claim for extra compensation or extension of time.

#### **5. DISCLOSURE BY CITY COMMISSIONER**

Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract is required to publicly disclose their pecuniary interest prior to awarding the contract. A form is provided and shall be included with the bid.

## **6. INSURANCE**

10. Insurance. The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Contractor is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Contractor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$2,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

## **7. PAYMENT**

Payment shall be made by check when services are rendered quarterly or annually. The City issues checks on the 10<sup>th</sup> and the 25<sup>th</sup> of each month. Invoices must be submitted by at least the 5<sup>th</sup> and the 20<sup>th</sup> of each month to be included in the check runs on those dates.

## **8. THIRD PARTY PARTICIPATION**

The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this service order. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this service order and any other requirements applicable to the Contractor in the conduct of the project unless the City and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by the City.

## **9. PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection of the Contractor's work from damage and shall protect all public and private property from injury or loss arising in connection

with Contractor's work, and shall defend and save the City harmless from all such damages or injuries occurring because of Contractor's work.

#### **10. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

#### **11. SUBMITTAL OF BID**

Each bidder shall sign the bid, giving bidder's name, address and status, that is, whether an individual, partnership or corporation.

Bidders shall be well qualified in the type of work which is included in this bid. Bids are solicited only from those who will start work promptly after the award is made.

The City reserves the right to accept any bid or to reject any or all bids, and to accept bids either on an entire or individual basis that is in the best interest of the City of Traverse City.

Contractors should submit a sealed bid containing:

- A. Bid Summary Sheet
- B. A statement of professional qualifications
- C. A statement of the contractor's previous experience, with references of recent customers
- D. A list of any exclusions and/or inclusions
- E. A statement of hourly rates for after hour emergencies
- F. Identification of a contact person to whom inquiries should be directed, with an address and telephone number

Sealed bids clearly marked "**Carnegie Building HVAC**" must be received at the following location no later than **Wednesday, February 25, 2015 at 2:00 P.M.**

Julie Dalton, Purchasing Agent  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City MI 49684

**Telefaxed or e-mailed bids are not acceptable.** Only the successful contractor will be notified. If you so desire, you may call for results.

**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE:**       **Service, Examination and Maintenance of the HVAC System  
Carnegie Building, 322 Sixth Street, Traverse City, MI**

**DUE DATE:** **Wednesday, February 25, 2015 at 2:00 PM**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in

the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

**Total annual cost of service, examination and maintenance for:**

<b>Year 1:</b>	\$ _____
<b>Year 2:</b>	\$ _____
<b>Year 3:</b>	\$ _____
<b>Total hourly rate for after hour emergencies:</b>	\$ _____

Submitted by:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
City,                      State,                      Zip

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
If corporation, state of corporation

REFERENCES: (include name of organization, address, contact person, daytime phone number, and length of time services have been performed).

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

SUBCONTRACTORS: (include name of organization, address, contact person, daytime phone number, and services to be performed).

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

**CARNEGIE BUILDING  
CURRENT EQUIPMENT**

<b><u>Qty.</u></b>	<b><u>Make</u></b>	<b><u>Model</u></b>	<b><u>Description</u></b>
2	Ray-Pac	H6-0514	Hot Water Boilers
4	York	AP150 AP35 AP60 AP105	Air Handlers with heating and cooling coils
3	Dri-Steam	VLC-16-1	Steam Humidifiers
1	York	YCAL003417XAA	Scroll Chillers
3	Nelson Air		Fan Coil Units (no maintenance schedule available)

See attached maintenance schedules.