



April 18, 2016

Contractor:

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 **Tuesday, May 10, 2016, at 2:00 p.m.** for the following:

HVAC Maintenance for the Traverse City Parking System
(specifications attached)

If the specifications are obtained from the City's website at www.traversecitymi.gov (services) it is the sole responsibility of the Contractor to check the website for updates and addendums prior to the bid being submitted. You may also register on the website to receive notifications when requests for proposals or bids, updates and addendums are posted.

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 Contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Contractor.

Only the successful Contractor 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 **"Decks HVAC."**

You must submit **two sealed copies of your proposal/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 Mike Helferich, Deputy Parking Administrator, at (231) 922-2041 before the bid is submitted.

PLEASE SUBMIT BID TO: Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

HVAC MAINTENANCE FOR THE TRAVERSE CITY PARKING SYSTEM

REQUEST FOR PROPOSALS

1. INTENT

The City of Traverse City is requesting bids from qualified heating, ventilation, and air conditioning service providers for the maintenance oversight of heating, and cooling systems at three locations: Larry C. Hardy Parking Deck 303 East State Street, Old Town Deck, 125 East Eighth Street, Traverse City, MI, and 149 East State Street.

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. All requirements of the service order must be met, including insurance and workers compensation insurance pursuant to Michigan state law.

2. SCOPE OF SERVICES

This scope of services shall consist of servicing, examination, maintenance and state-required testing, of the following heating, ventilation and cooling systems generally described below:

Hardy Deck, 303 East State Street

- Enforcement Room VMH125C-1-2013
- Hydronic snow melt system including three Lars boilers installed in 2002
- Suite A - heat pump/cooling system installed in 2002
- Suite C - heat pump/cooling system installed in 2002
- Parking office heat pump/cooling system installed in 2002

Old Town Deck, 125 East Eighth Street

- Hydronic snow melt system including three RBI boilers installed in 2010
- Electric snow melt system installed in 2010
- Three sets of Amana electric heaters and air conditioners in the electrical room and both elevators rooms

State Street Snow Melt System

- Hydronic snow melt system including one Raypack boiler installed in 2002

At a minimum, periodic service shall address boilers, pumps, condensers, fans and radiators of the above-described systems, and shall include the following work:

- Tighten all electrical connections
- Adjust and calibrate all operating controls
- Check refrigerant levels in all units
- Lubricate all moving parts, including bearings on units and circulating pumps
- Align all motor pulleys and check belt tension
- Check amp draw and voltage on all meters
- Clean and adjust burners on all heating equipment
- Check heating operation including safety controls, ignition and pilot
- Check all boiler safeties in order to comply with State of Michigan ASME CDS-1
- Clean all evaporator and condenser coils as required
- Install new belts

The service and examination of the HVAC systems for defects shall be conducted by a properly licensed person at once per year or as required by law. Regular service and testing shall be conducted during regular business hours Monday - Friday between the hours of 7:00 a.m. and 9:00 p.m. unless arranged otherwise with the Traverse City Parking System Administrator. Proposals shall include services consistent with industry standards for servicing, examination and maintenance of the HVAC systems.

Reports shall be provided to the City on a semiannual or more frequent basis. Reports should include a summary of repairs and inspections made, and include any pertinent evaluations of equipment.

It is intended for this service agreement to be for a three-year period. A service order for each year of the three-year period will be issued upon satisfactory service, as determined by the City Manager or his designee, after each year of service.

Any work beyond the above scope of services, such as a repair recommended by the contractor, shall only be made upon approval of a separate service order specific to that work.

3. MANDATORY PRE-BID MEETING

Contractors submitting bids must attend a pre-bid meeting at which Traverse City Parking Staff will review the systems included in this request for proposals and conduct tours of facilities for those wishing to view equipment. The pre-bid meeting is scheduled for **Tuesday, May 3, 2016** at **2:30 p.m.** and will be held at **303 East State Street, Suite C**.

4. WORK AUTHORIZED AS SERVICE ORDER

Prior to submission of the bid, Contractor 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. 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. Contractor's Commercial General Liability Insurance:

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). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation Insurance:

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.

6. PAYMENT

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

7. 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.

8. 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.

9. 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.

10. SUBMITTAL OF PROPOSAL/BID

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

Contractors shall be State of Michigan qualified in the type of work which is included in this request for bids. Bids are solicited only from those who will start work promptly after award is made.

The City reserves the right to accept any bid or to reject any or all bids; also to waive defects or informalities in bids should it deem it in the best interest of the City to do so.

Contractors should submit **two sealed copies of your bid** containing:

- A. Bid Summary Sheet.
- B. A statement of professional qualifications.
- C. A statement of the contractor's previous experience, with references of at least three (3) recent customers two of which contain similar boilers contained in this bid request.
- D. A detailed list of the equipment to be maintained including a summary of how each item will be maintained.
- E. A statement of what the state requirements are for inspection and maintenance at this time.
- F. A detailed maintenance program, listing in detail parts covered and any exclusions.
- G. A statement of hourly rates of licensed journey persons including the cost per hour for repairs outside of the basic scope of services.
- H. A statement regarding availability for replacement parts and lubricants.
- I. Identification of a contact person to whom inquiries should be directed, with an address and telephone number.
- J. Response time for emergencies.

If you have any questions, please contact Deputy Parking Administrator Mike Helferich (231) 922-0241 before the bid is submitted.

Sealed bids clearly marked "Decks HVAC" must be received at the following location no later than Tuesday, May 10, 2016 at 2:00 P.M. to:

Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd 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.

Contractor - Please complete and return

BID SUMMARY

TITLE: HVAC Maintenance for Traverse City Parking System

DUE DATE: Tuesday, May 10, 2016, at 2:00 p.m.

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. Contractor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Contractor 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.

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

Contractor 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. Contractor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Contractor 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 Contractor certifies that none of the following circumstances have occurred with respect to the Contractor, an officer of the Contractor, or an owner of a 25% or more share in the Contractor'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 Contractor'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 Contractor 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.

- 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.

Contractor 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.

Contractor 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.

1. Annual cost for service as described: _____.

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone Fax

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

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

1. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

2. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

**SERVICE ORDER SAMPLE
CITY OF TRAVERSE CITY
400 BOARDMAN AVE. – TRAVERSE CITY, MI 49684
(231) 922-4440**

STANDARD BLANKET CONFIRMING

The above number must appear on your invoice, packages and all shipping papers and correspondence.

**IMPORTANT
SHIP TO:**

TO:

PURCHASE ORDER

CONTRACT

SERVICE ORDER

If this is a service order or contract, refer to the provisions on the reverse side.

ORDER DATE		REQUISITION	TERMS	SHIPPING INSTRUCTIONS	DATE REQUIRED
QUAN.	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT

SALES TAX EXEMPT – GOVERNMENT _____

AUTHORIZED SIGNATURE

DATE

INSTRUCTION TO VENDOR – SEND ALL INVOICES TO THE CITY TREASURER

400 Boardman Avenue, Traverse City, MI 49684. Service/Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Service/Purchase Order. Cash discount date will begin with receipt of invoice or goods whichever is later.

ADDITIONAL TERMS AND CONDITIONS:

**THE VENDOR, BY RENDERING SERVICE TO THE CITY OF TRAVERSE CITY (CITY),
HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:**

1. Non-Discrimination. The Vendor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. Assignment. There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. Venue. Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. Independent Contractor. The relationship of the Vendor to the City is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor shall not be deemed to be agents or employees of the City, shall not hold themselves out as employees of the City and shall not be entitled to any fringe benefits the City affords its employees.
5. Required Insurance. (*If City named as additional insured*): The Vendor shall provide the City with an endorsement to its insurance policy stating that the City of Traverse City is named as additional insured and that a minimum of 10 days advance written notice will be provided in the event of cancellation; the Vendor shall also provide the City with an insurance certificate evidencing the required coverage. (*If City not named as additional insured*): The Vendor shall provide the City a copy of a certificate of insurance for any required insurance under this Service Order prior to performing any services. Such certificate shall provide that the City shall receive notice of any cancellation or material alteration in its coverage at least 10 days prior thereto. A breach of this provision may be regarded as a material breach of this Service Order.
6. Workers Compensation. The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self-insurance to the City Manager.
7. Interpretation. This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.
8. Indemnification. The Vendor shall defend, indemnify and hold the City, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of this Service Order which is caused in whole or in part by the Vendor's negligent, careless or intentional act or omission, or that of any agent, employee, or subcontractor of the Vendor. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them. The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.
9. Time. Time is of the essence in rendering the services described in this Service Order.
10. Third Party Beneficiaries. This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.
11. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
12. Arrears/Defaulter. The Vendor certifies that as of the date of this Service Order, Vendor's company or Vendor is not in arrears to the 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.
13. Standard of Conduct. The Vendor shall render all services under this Service Order according to generally accepted professional practices.
14. Termination.
 - A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination.

This provision for termination shall not limit or modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.