
City of Traverse City

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4440
(231) 922-4476 fax
tcmanage@traversecitymi.gov



Office of the City Manager

August 14, 2024

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Engineer, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Thursday, September 5, 2024, at 2:00 PM** for the following:

HVAC Replacement – Hardy Retail Space A-B
Larry C. Hardy Parking Deck, 303 East State Street
(specifications attached)

If the specifications are obtained from the City's website link at: 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 ksheridan@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.

You must indicate on the outside of the sealed envelope that the bid is for the **"HVAC Replacement – Hardy Retail Space A-B."** You must submit **TWO (2) SEALED COPIES** of the bid to the City Engineer's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, emailed bids ***will be*** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "HVAC Replacement – Hardy Retail Space A-B," and submit your e-mailed bid to tcmanage@traversecitymi.gov **before Thursday, September 5, 2024 at 2:00 PM**

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 Transportation Mobility Director, Nicole VanNess, at (231) 486-5938 or Facilities Supervisor, Ric Stevens (231) 883-7271 before the bid is submitted.

PLEASE SUBMIT BID TO: Teresa Nichols, Project Coordinator / Engineering
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684
tcmanage@traversecitymi.gov

**HVAC Replacement – Hardy Retail Space A-B
CITY OF TRAVERSE CITY**

REQUEST FOR BIDS

1. INTENT

The City of Traverse City is requesting bids from qualified heating, ventilation, and air conditioning service providers to replace existing equipment in the A-B Retail Space located in the Larry C. Hardy Parking Structure, 303 East State Street, Traverse City, Michigan 49684. The retail space operated as a restaurant from 2006-2021 and has been vacant since 2021. On August 19th, City Commission will review a recommendation to approve a lease agreement with a new restaurant who will assume possession on or after September 5, 2024 with an estimated 3 month build out prior to opening.

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 City will consider proposals that meet the building electrification policy (Attachment A). 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 removal, equipment procurement, installation, testing and obtaining applicable local or state required testing or certificates for operation of the following heating, ventilation and cooling systems generally described below:

Hardy Retail Space, 303 East State Street, Suite A-B

- Suite A/B - heat pump/cooling system installed in 2002, scheduled for replacement
- Suite A/B – Hot water heater installed in 2019, may be in working condition and not require replacement

It is intended that a separate service agreement will be issued after the warranty period has expired. 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. EXAMINATION OF EXISTING SYSTEM

Contractors submitting bids may examine the retail space with staff prior to the bid opening date to familiarize themselves with the project during normal working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday by contacting Transportation Mobility Director, Nicole VanNess at (231) 922-0241 or email nicole@downtowntc.com; OR Facilities Supervisor, Ric Stevens at (231) 883-7271 or email ric@downtowntc.com.

Prior to submission of the bid, vendor shall make and shall be deemed to have made a careful examination of the site, any plans, specifications, Purchase 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 Purchase Order, and will not be accepted as a basis for any claim for extra compensation or extension of time.

4. INSURANCE

The Contractor is required to provide, prior to project beginning, and maintain at all times during this project, the following insurance. The insurance shall be contracted with a company licensed to do business in the State of Michigan and shall be subject to the approval by the City. Certified copies in duplicate, setting forth the limits and coverage, shall be furnished to the Purchasing Agent before commencing with any work. 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. Should any required insurance be cancelled, materially reduced or expired, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. The policy shall describe the project and provide coverage for the following terms:

A. Contractor's Commercial General Liability Insurance:

The Contractor shall procure prior to, and maintain during the life of the service order, Commercial General Liability Insurance on a "Per Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence including personal injury, bodily injury and property damage, naming the City of Traverse City as additional insured.

B. Workers Compensation Insurance:

The Contractor shall procure and maintain during the life of this service order, Workers Compensation Insurance Coverage in accordance with all applicable statutes of the state of Michigan.

C. Cancellation:

If any of the insurance is canceled, the Contractor and all subcontractors shall cease operations, and shall not resume until new insurance is obtained.

6. 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.

7. 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.

8. 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.

9. SUBMITTAL OF BID

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

Vendors 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 bids containing:

- A. Bid Summary Sheet.
- D. A statement of what the state requirements certificates are at this time, if applicable/
- E. A detailed list of equipment and parts covered and any exclusions.
- F. A statement of equipment warranty period and what the warranty includes (parts, labor, etc.)
- G. A statement regarding availability for replacement parts and projected project start and completion dates.

H. Identification of a contact person to whom inquiries should be directed, with an address and telephone number.

Bidder - Please complete and return

BID SUMMARY

TITLE: HVAC Replacement – Hardy Retail Space A-B

DUE DATE: Thursday, September 5, 2024 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 the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, 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.

***All additional fees related to labor and materials needed to complete annual maintenance checks that are not included in cost, must be provided in bid response. Bids must specify warranty period and extended warranty costs if applicable.**

1. Removal and disposal of existing equipment, replacement equipment procurement, installation, testing and obtaining applicable local or state required testing or certificates for operation of heating, ventilation and cooling system. All equipment meets Building Electrification Policy.

	One-time Cost
Total not-to-exceed cost of equipment replacement	
*Bid must include detailed equipment list	\$ _____
Total not-to-exceed cost of installation, testing, permits, and certificates	\$ _____

Detailed list of not-to-exceed costs not included in above items \$ _____

2. ALTERNATE #1 – Removal and disposal of existing equipment, replacement equipment procurement, installation, testing and obtaining applicable local or state required testing or certificates for operation of heating, ventilation and cooling system. DOES NOT meet Building Electrification Policy. Please include a summary of the items or components that do not meet the policy.

One-time Cost

ALTERNATE #1 Total not-to-exceed cost of equipment replacement
*Bid must include detailed equipment list \$ _____

ALTERNATE #1 Total not-to-exceed cost of installation, testing, permits, and certificates \$ _____

ALTERNATE #1 Detailed list of not-to-exceed costs not included in above items \$ _____

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone Fax

City, State, Zip

EMAIL ADDRESS:

Sole proprietorship/partnership/corporation

If corporation, state of corporation

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: _____