

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6651

HVAC & MECHANICAL SERVICES

For Various

WASHTENAW COUNTY PARKS & RECREATION LOCATIONS

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48104

Crystal A. Wake, C.P.M., CPPB
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WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6651

November 28, 2011

Washtenaw County Purchasing Division on behalf of Washtenaw County Parks and Recreation is issuing a Request for Proposal (RFP) # 6651 for interested vendors to submit proposals for HVAC and Mechanical Services at various Washtenaw County Parks and Recreation Locations on an as needed basis.

Sealed Proposals: Vendor will deliver **one (1) original** and **two (2) copies** to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

By 4:00 PM ON TUESDAY, DECEMBER 13, 2011

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP #6651**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal Wake, C.P.M., CPPB at 734-222-6760 or wakec@ewashtenaw.org
- Technical questions may be directed to Ed Holley 734-216-7774 or email at holleye@ewashtenaw.org

Thank you for your interest

RFP #6651 HVAC & MECHANICAL SERVICES

I. PROPOSAL TERMS

- Definitions:**
- “**County**” is Washtenaw County in Michigan.
- “**Bidder**” an individual or business submitting a bid to Washtenaw County.
- “**Contractor**” One who contracts to perform services in accordance with a contract.

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP’s maybe adjusted to allow for revisions. To be considered, **an original proposal and two copies** must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. A standard Washtenaw County Service Contract will be executed between Washtenaw County and the awarded vendor.

RFP #6651 HVAC & MECHANICAL SERVICES

- H. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principle office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O Box is not, in and of itself, sufficient to discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

II. VENDOR QUALIFICATIONS

The proposal must include all the following information failure to do so could result in disqualification.

- 1. List at least three (3) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services as requested in this proposal.
- 2. State how long you have been operating under your present company name.
- 3. Vendor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

III. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. PURPOSE

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by Washtenaw County for HVAC and Mechanical Services for Various Parks and Recreation Locations on an as needed basis to assist Washtenaw County with renovations, remodels, and maintenance of existing facilities. The scope of services is to include the following: removal and installation of new HVAC equipment, plumbing removal and installation, controls, seasonal maintenance, insulation, gas piping, motors, air balancing and fixtures. The term of the contract will be for a One (1) year period with the option to renew for year Two (2) and year Three (3).

B. SCOPE OF SERVICES

A typical project may include the following phases:

Phase 1: Field Investigation

1. Review the existing materials, drawings reports, etc. prepared by Parks and Recreation staff on the proposed project.
2. Review the proposed scope.
3. Review the existing infrastructure in the facility.
4. Locate, quote product and labor costs. .

Phase 2: Review Material and Labor Options with Parks and Recreation Staff

1. This phase will consist of review of quotes and materials options.
2. This phase may also include detailed specifications and implementation schedule.
1. Written approval and implementation of approved scope of services.
3. Parks and Recreation Staff to monitor quality and control of all work prior to final sign off.

C. PROJECT CONTROL

1. The vendor will meet with selected representatives on a regular basis or as determined necessary by Parks and Recreation staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.

2. Although there will be continuous liaison with the project team, the Parks and Recreation project managers will meet as often as required with the vendor's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The vendor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
4. Within 10 working days of the award of a project, the vendor will submit to the Parks and Recreation project manager for approval a work plan which includes the following:
 - a. The vendor's names and titles of personnel assigned to the project.
 - b. The project breakdown showing subprojects, costs, activities and tasks.
 - c. The time-phased plan for completing the project.

D. SUBMITTAL PROCESS AND DETAILS

Proposals are sought from firms with recognized expertise on design projects with experience in the public sector. Proposals should include the following:

1. Contractor's name, address, and names of primary contact person.
2. Description of the specific staff that will comprise the project team for this assignment.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with public sector work.
5. Estimate time commitment for each staff person as a percentage of the total time to complete the work.
6. Expected workload during the project period (ie. Readiness to serve)
7. Evidence of ability to work within tight time constraints.
8. Provide information on how many days or hours notification must be given prior to scheduling a project. Provide the earliest date available to assume these duties.
9. List of client references.
10. Proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the proposal.
11. Review contract provisions and insurance requirements. Note any limitations on providing insurance requirements as outlined in the contract provisions.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. County staff will review the submitted proposals and will select vendors to meet with in an interview format, to discuss the proposal and vendor qualifications, in greater detail. The selected contractor will meet with the County to negotiate compensation for the proposal, and prepare a contractual agreement between the County and the contractor, as soon after the final selection as is reasonable.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Parks and Recreation and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either

owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to

commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Parks & Recreation, CR # _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration

for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

V. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

A low bidder will be determined by the overall lowest price.

Term of Bid:

The Bid is for a One (1) year period with the option to renew for year Two (2) and year Three (3) providing the Contractor and the County agree on the terms.

NO PRICE INCREASES ARE ALLOWED DURING THE FIRST YEAR. For price increases to be considered, information justifying the price increase must be submitted to the Purchasing Division at least **60** days prior to the increase taking effect. This information will be submitted to Washtenaw County Parks and Recreation for approval. The Purchasing Division and/or Washtenaw County Parks and Recreation will monitor the prices.

VI. BID SHEET

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

1. Service Work Hourly Rate:	
Regular Working Hours	
(8 AM – 5 PM M-F)	\$ _____
Overtime Working Hours:	
(5 PM – 8 AM M-F)	
(5 PM – Fri 12 Midnight Sat.)	\$ _____
Sunday Hours:	
(12 Midnight Sat. – 8 AM Monday)	\$ _____
Holidays:	
(5 PM prior night – 8 AM following day)	\$ _____
2. Emergency Work Rate:	
Regular Working Hours	
(8 AM – 5 PM M-F)	\$ _____
Overtime Working Hours:	
(5 PM – 8 AM M-F)	
(5 PM – Fri 12 Midnight Sat.)	\$ _____
Sunday Hours:	
(12 Midnight Sat. – 8 AM Monday)	\$ _____
Holidays:	
(5 PM prior night – 8 AM following day)	\$ _____
3. Material Mark-up from wholesale rates (%):	_____ %
4. Response Times:	Hours/Days
Standard Response	_____
Emergency Response	_____
5. Sub-Contractor:	
Rates	\$ _____
Mark-Up %	_____ %

Job Examples

To better evaluate your proposal, please furnish a total cost for the following job examples.

EXAMPLE "A"

Provide Total Cost to supply and install a 5 ton Commercial Packaged RTU that provides Heating and Cooling. Including 50 ft. of natural gas piping.

Total Cost

\$ _____

Please **provide Detailed Fee Schedule** to support your job example and attach **Detailed Pricing** for clarification of your Total Cost. Clearly label as: "**JOB "A" DETAILED PRICING**"

EXAMPLE "B"

Provide Total Cost to remove, supply and install a new 5HP Pentair C Series Pool SMK-50 pump with trap.

Total Cost

\$ _____

Please **provide Detailed Fee Schedule** to support your job example and attach **Detailed Pricing** for clarification of your Total Cost. Clearly label as: "**JOB "B" DETAILED PRICING**"

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Email Address	_____ PO Email Address
_____ Federal Tax ID #	

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I., H. above. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.