



CITY of NOVI CITY COUNCIL

**Agenda Item I
October 10, 2016**

SUBJECT: Approval to award the contact to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The Contract includes scheduled inspection, preventative maintenance and service/repair at an estimated cost of \$64,000.

SUBMITTING DEPARTMENT: Information Technology- Facilities Management

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	Estimated \$64,000
AMOUNT BUDGETED	\$ 64,000
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	814.000 Contractual Services \$18,000 934.000 Building Maintenance \$46,000 For Departments 256.00, 301.00, 337.00, & 442.00

BACKGROUND INFORMATION:

The City of Novi contracts HVAC services for the following municipal facilities: Civic Center, Police Station, Indoor Gun Range, Department of Public Services, Fire Stations 1,2,3, and 4. Additionally, we have included an option to allow the Library, Ice Arena, and Meadowbrook Commons to leverage this contract, should they choose, for services not covered by existing warranties. The scope of services provided by the vendor is as follows: scheduled preventative maintenance, general repairs and upgrades, and seasonal start-up/shutdown.

This request for proposal was posted on the Michigan Intergovernmental Trade Network (MITN). This process resulted in four vendor proposals for this service. A team comprised of City staff reviewed the proposals. The team evaluated the firm's qualifications and costing for annual preventative maintenance/ inspection, hourly rates, and material markup. After careful review it is the recommendation of this team to award the HVAC/Professional Services contract to R.W. Mead & Sons, Inc. The contract will consist for one year with the option of two additional years.

RECOMMENDED ACTION:

Approval to award the contact to R.W. Mead & Sons, Inc. for heating, ventilation, and air conditioning (HVAC) services. The Contract includes scheduled inspection, preventative maintenance and service/repair at an estimated cost of \$64,000.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



**CITY OF NOVI
FEE PROPOSAL FORM (REVISED)**

HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT

We, the undersigned as proposer, propose to furnish to the City of Novi, according to the terms, conditions and instructions attached hereto and made a part thereof:

SCHEDULED PREVENTIVE MAINTENANCE (INSPECTIONS)

BASE BID	FREQUENCY	COST PER INSPECTION	ANNUAL QTY	TOTAL ANNUAL COST
Civic Center	Once per quarter	\$ 1,350.00	4	\$ 5,400.00
Police Department	Once per quarter	\$ 930.00	4	\$ 3,720.00
Indoor Gun Range	Twice per year (June/October)	\$ 310.00	2	\$ 620.00
DPS Facility	Once per quarter	\$ 850.00	4	\$ 3,400.00
CEMS Satellite Building	Twice per year (June/October)	\$ 230.00	2	\$ 460.00
Fire Station #1	Twice per year (June/October)	\$ 540.00	2	\$ 1,080.00
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Fire Station #3	Twice per year (June/October)	\$ 235.00	2	\$ 470.00
Fire Station #4	Twice per year (June/October)	\$ 885.00	2	\$ 1,770.00
TOTAL ANNUAL COST				\$ 17,564.00

ALTERNATES	FREQUENCY	COST PER INSPECTION	ANNUAL QTY	TOTAL ANNUAL COST
Alternate #1 – Novi Ice Arena	Once per quarter	\$ 425.00	4	\$ 1,700.00
Alternate #2 – Novi Public Library	Once per quarter	\$ 1,135.00	4	\$ 4,540.00

REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN	HOURLY RATE
Regular Working Hours M-F 8:00 AM -5:00 PM (DPS Working Hours M-F 7:30am-4 pm.)	\$ 80.00

REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN	HOURLY RATE
Overtime Working Hours (M-F after 8, first 8 on Sat.)	\$ 113.00
Sunday Hours (12 Midnight Sat – 8 AM Mon)	\$ 153.00
Holidays (5 PM prior night – 8 AM following day)	\$ 153.00

MATERIALS MARKUP FROM CONTRACTOR'S COST (%)	25	%
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OTHER CHARGES - ALL other possible or potential charges must be clearly identified and described here, otherwise, they will not be allowed by the City (ie equipment rental, etc.)

Description	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

ADDITIONAL TERMS & CONDITIONS:

The City of Novi retains the right to obtain competitive pricing for component parts with a cost in excess of \$1,000.

We acknowledge the following addendums: #1-08-23-16 & #2-08-29-16
(please list numbers)

EXCEPTIONS TO SPECIFICATIONS:

Inspection of 30 - Titus VAV boxes @ Novi Public Library

COMMENTS:

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

PROPOSAL SUBMITTED BY:

Company R.W. Mead & Sons, Inc.

Address 33795 Riviera

City Fraser State MI Zip 48026

Telephone 586-296-3650 Fax 586-294-0410

Representative's Name (printed) John Mora

Title Contract/Project Manager

E-mail jmora@rwmread.com

Signature 

Date 9/13/16



CITY OF NOVI
QUALIFICATIONS QUESTIONNAIRE
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm R.W. Mead & Sons, Inc.
Address 33795 Riviera
City, State Zip Fraser, MI 48026
Telephone 586-296-3650 Fax 586-294-0410
Mobile 586-202-5088
Agent's Name (please print) John Mora
Agent's Title Contract/Project Manager
Email Address jmora@rwmead.com
Website _____

1. Organizational structure: Corporation, Partnership, etc. _____
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____
When: _____
3. How many years has your organization been in business under its present name?
40 years
4. Under what other or former names has your organization operated? _____

5. How many full time employees? 49 Part time? 0
6. Telephone Numbers for Service Calls
Business Hours: 586-296-3650
Night & Weekend Hours : 586-296-3650
7. Provide your procedure for handling night & weekend calls. Include response times.
Failure to provide this information with your proposal will result in the rejection of your

proposal.

All after hours service requests will be handled by R.W. Mead & Sons answering service at 586-296-3650.

Answering service will then contact on call service technician who will then be dispatched to building with
mechanical problems.

8. Address of your local facility 33795 Riviera, Fraser MI 48026

9. Does your company inventory replacement parts and components for its service contracts at its local facility? Yes

If not, how does the company acquire replacement parts and components?

10. Are you able to provide insurance coverage as required by this RFP? Yes

11. List the scope of services (type of work) you are able to perform.

- Mechanical repair & installation

- Mechanical construction installation, sheet metal installation & fabrication

- Design/Build engineering group

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

<u>John Mora</u>	<u>Contract/Project Manager</u>	<u>28 years</u>
<u>Christian Hedlund</u>	<u>Service Technician</u>	<u>25 years</u>
<u>Garrick Lute</u>	<u>Service Technician</u>	<u>30 years</u>
<u>John Cochill</u>	<u>Service Technician</u>	<u>28 years</u>
<u>Andy Peters</u>	<u>Construction/Service Pipefitter</u>	<u>13 years</u>

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years' experience, etc.

Christian Hedlund 25 years

14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead.

15. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

Novi Early Childhood Development	\$ 1.7 Million	98 %
Macomb County Building	\$ 4 Million	95%
Executive Ambulatory	\$ 400,000.00	80%
Wayne State University Student Center	\$ 1.9 Million	100%
Oakland University - Vandenburg Hall	\$ 1.2 Million	100%

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

All mechanical equipment per building is entered into our computerized maintenance program.

Equipment is then maintained on a schedule specified by owner.

17. References: Provide at least four (4) references comparable in scope to this RFP. Use an additional sheet if you have more references to provide.

A. Company Name City of Novi
Company Address 45175 Ten Mile Rd., Novi MI
Contact Name Brandon McCullough Phone number 248-756-4842
Length of contract 6 years
Type of equipment covered under contract Air handling units, chillers, boilers
HVAC roof top units, circulating pumps & air cooled condensers

B. Company Name City of Flat Rock
Company Address 25500 Gibraltar Rd., Flat Rock, MI
Contact Name Larry Dishaw Phone number 734-789-2336
Length of contract 12 years
Type of equipment covered under contract HVAC roof top units, boilers, air handling units
air cooled condensers & chillers

C. Company Name Township of Chesterfield
Company Address 47275 Sugarbush, Chesterfield MI 48047
Contact Name Donald Coddington Phone number 586-949-0400 ext 3
Length of contract 6 years
Type of equipment covered under contract 75 ton roof top cooling units, boilers
circulating pumps & fan powered VAV boxes.

D. Company Name Akzo Nobel
Company Address 1845 Maxwell Dr., Troy MI
Contact Name Paul Oleszkowicz Phone number 248-637-5245
Length of contract 16 years
Type of equipment covered under contract Roof top HVAC units, air handling units,
boilers, chillers, circulating pumps, air cooled condensers & computer room A/C units

18. Provide any additional information you would like to include which may not be included within this Questionnaire.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:



Representative's Name (please print) John Mora

Date 9/13/16

CITY OF NOVI
HVAC MAINTENANCE PROFESSIONAL SERVICES CONTRACT BID TAB

9/13/16
2:00 P.M.

Base Bid- Inspections	Frequency	Annual Qty	Stuart Mechanical		R.W. Mead		Trane		Miller-Boldt	
			Unit Cost	Annual cost	Unit Cost	Annual cost	Unit Cost	Annual cost	Unit Cost	Annual cost
Civic Center	once per quarter	4	1,339	5,356	1,350	5,400	1,256.25	5,025	3,264	13,056
Police Dept.	once per quarter	4	900	3,600	930	3,720	716.25	2,865	2,706	10,824
Indoor Gun Range	twice per year	2	298	596	310	620	295	590	330	660
DPS	once per quarter	4	824	3,296	850	3,400	1,438.25	5,753	1,851	7,404
CEMS Building	twice per year	2	206	412	230	460	270	540	186	372
Fire Station 1	twice per year	2	515	1,030	540	1,080	632.50	1,265	702	1,404
Fire Station 2	twice per year	2	303	606	322	644	599	1,198	480	960
Fire Station 3	twice per year	2	216	432	235	470	497.50	995	414	828
Fire Station 4	twice per year	2	515	1,030	885	1,770	860	1,720	1,038	2,076
TOTAL				16,358		17,564		19,951		37,584
Alternates										
#1 - Ice Arena	once per quarter	4	412	1,648	425	1,700	607	2,428	2,328	9,312
#2 - Library	once per quarter	4	no bid		1,135	4,540	no bid		2,496	9,984
Repairs/Service/S hutdown/ Startup (Hourly Rates)										
Regular Hours	M-F 8-5pm, DPS 7:30-4 pm		86		80		135		99	
Overtime Hours	M-F after 8, first 8 on Sat		104		113		202.50		128	
Sunday Hours	12 am Sat - 8 am Mon		127		153		270		149	
Holidays	5 pm prior night - 8 am following day		127		153		270		149	
Materials										
Markup from wholesale cost %			15%		25%		Contract Preferred customer pricing		15%	
Other Charges			Rental: cost + 10%; crane: cost + 10%; Electrician: cost + 10%; permits: cost + 10%				Trip Charge: \$75.00/day; Fuel surcharge: \$15.00; Environmental Charge: \$30.00		Combustion Analyzer: \$100.00; Power washer: \$25.00; Hoisting service (crane rental): \$450.00; Manlift rental: \$300.00	
Exceptions to specification					inspection of 30 titus VAV boxes at Novi Public Library					
Acknow. Addendum			Y		Y		Y		Y	

CONTRACT FOR HVAC SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and R.W. Mead & Sons, Inc., whose address is 33795 Riviera, Fraser, MI 48026, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on October 11, 2016 and end on October 10, 2017. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be

specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of

the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
 - Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
 - Contractor: John Mora, Contract/Project Manager
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

R.W. MEAD & SONS, INC.

Date: _____

By: John Mora
Its: Contract/Project Manager

1275476.3



cityofnovi.org

**CITY OF NOVI
FEE PROPOSAL FORM (REVISED)**

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	\$
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NON-IRAN LINKED BUSINESS

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PROPOSAL SUBMITTED BY:

Company R.W. Mead & Sons, Inc.

Address 33795 Riviera

City Fraser State MI Zip 48026

Telephone 586-296-3650 Fax 586-294-0410

Representative's Name (printed) John Mora

Title Contract/Project Manager

E-mail jmora@rwmread.com

Signature 

Date 9/13/16



CITY OF NOVI
QUALIFICATIONS QUESTIONNAIRE
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

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Name of Firm R.W. Mead & Sons, Inc.
Address 33795 Riviera
City, State Zip Fraser, MI 48026
Telephone 586-296-3650 Fax 586-294-0410
Mobile 586-202-5088
Agent's Name (please print) John Mora
Agent's Title Contract/Project Manager
Email Address jmora@rwmead.com
Website _____

1. Organizational structure: Corporation, Partnership, etc. _____
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____
When: _____
3. How many years has your organization been in business under its present name?
40 years
4. Under what other or former names has your organization operated? _____

5. How many full time employees? 49 Part time? 0
6. Telephone Numbers for Service Calls
Business Hours: 586-296-3650
Night & Weekend Hours : 586-296-3650
7. Provide your procedure for handling night & weekend calls. Include response times.
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All after hours service requests will be handled by R.W. Mead & Sons answering service at 586-296-3650.
Answering service will then contact on call service technician who will then be dispatched to building with
mechanical problems.

8. Address of your local facility 33795 Riviera, Fraser MI 48026

9. Does your company inventory replacement parts and components for its service contracts at its local facility? Yes

If not, how does the company acquire replacement parts and components?

10. Are you able to provide insurance coverage as required by this RFP? Yes

11. List the scope of services (type of work) you are able to perform.

- Mechanical repair & installation
 - Mechanical construction installation, sheet metal installation & fabrication
 - Design/Build engineering group
-
-
-

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

<u>John Mora</u>	<u>Contract/Project Manager</u>	<u>28 years</u>
<u>Christian Hedlund</u>	<u>Service Technician</u>	<u>25 years</u>
<u>Garrick Lute</u>	<u>Service Technician</u>	<u>30 years</u>
<u>John Cochill</u>	<u>Service Technician</u>	<u>28 years</u>
<u>Andy Peters</u>	<u>Construction/Service Pipefitter</u>	<u>13 years</u>

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years' experience, etc.

Christian Hedlund	25 years
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14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead.

15. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

Novi Early Childhood Development	\$ 1.7 Million	98 %
Macomb County Building	\$ 4 Million	95%
Executive Ambulatory	\$ 400,000.00	80%
Wayne State University Student Center	\$ 1.9 Million	100%
Oakland University - Vandenburg Hall	\$ 1.2 Million	100%

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

All mechanical equipment per building is entered into our computerized maintenance program.

Equipment is then maintained on a schedule specified by owner.

17. References: Provide at least four (4) references comparable in scope to this RFP. Use an additional sheet if you have more references to provide.

A. Company Name City of Novi
Company Address 45175 Ten Mile Rd., Novi MI
Contact Name Brandon McCullough Phone number 248-756-4842
Length of contract 6 years
Type of equipment covered under contract Air handling units, chillers, boilers
HVAC roof top units, circulating pumps & air cooled condensers

B. Company Name City of Flat Rock
Company Address 25500 Gibraltar Rd., Flat Rock, MI
Contact Name Larry Dishaw Phone number 734-789-2336
Length of contract 12 years
Type of equipment covered under contract HVAC roof top units, boilers, air handling units
air cooled condensers & chillers

C. Company Name Township of Chesterfield
Company Address 47275 Sugarbush, Chesterfield MI 48047
Contact Name Donald Coddington Phone number 586-949-0400 ext 3
Length of contract 6 years
Type of equipment covered under contract 75 ton roof top cooling units, boilers
circulating pumps & fan powered VAV boxes.

D. Company Name Akzo Nobel
Company Address 1845 Maxwell Dr., Troy MI
Contact Name Paul Oleszkowicz Phone number 248-637-5245
Length of contract 16 years
Type of equipment covered under contract Roof top HVAC units, air handling units,
boilers, chillers, circulating pumps, air cooled condensers & computer room A/C units

18. Provide any additional information you would like to include which may not be included within this Questionnaire.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) John Mora

Date 9/13/16



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

The City of Novi will receive sealed proposals for **HVAC Maintenance/Professional Services Contract** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting and voluntary walk-through will be held Tuesday, August 23, 2016, promptly at 9:30 A.M. beginning at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, **Tuesday, September 13, 2016**, at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "HVAC Maintenance/Professional Services RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: August 12, 2016

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	August 12, 2016
Mandatory Pre-proposal Meeting & Voluntary Walk-through	Tuesday, August 23, 2016, promptly at 9:30 A.M. Novi Civic Center 45175 Ten Mile Rd. Novi, MI 48375
Last Date for Questions	Thursday, September 1, 2016 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, September 13, 2016 by 2:00 P.M.

MANDATORY PRE-PROPOSAL MEETING & VOLUNTARY WALK-THROUGH

The mandatory pre-proposal meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

After a brief overview and Q&A session, contractors may participate in a voluntary walk-through of facilities. **We will visit the Civic Center, Police Department and Ice Arena. If the contractor would like to visit the other facilities, they may contact Tom Woollet, Facilities Management Specialist, at (248) 735-5614 or twoollet@cityofnovi.org to make arrangements.**

QUESTIONS

Please email all questions to the person listed above in the Important Dates section. Please type the name of the RFP in the subject line. If you type anything else in the subject line, your email may be deleted as spam.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

PROPOSAL SUBMITTALS

Provide **four (4)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may

not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms,

conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OFNOVI
HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT
SPECIFICATIONS

The City of Novi is seeking proposals from qualified Heating, Ventilating and Air Conditioning Contractors for Scheduled Inspection, Preventive Maintenance and Service/Repairs for City-owned facilities.

QUALIFICATIONS

Contractor must have experience with Johnson Controls **Niagara Framework** software management system.

Contractors wishing to submit a proposal shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least four (4) customer references with similar scope of service.

Contractors submitting a proposal must be licensed with the State of Michigan as Mechanical Contractors for Installation and unlimited Systems Repair; licensed with the State of Michigan for Boiler Installation and Repairs; shall be required to register their State Mechanical License with the City of Novi.

Each proposer must submit credentials listing the qualifications of the personnel that will be assigned to this contract, and must have experience with the following types of equipment and systems:

- Boilers and Boiler controls, safeties (with Rule 27 and CSD-1 expertise)
- Screw and Reciprocating chillers
- Centrifugal Chillers
- Direct Expansion Air Conditioning
- Variable and Constant Air Volume Systems
- Fan-Powered Boxes and controls
- Humidification Equipment
- Infrared Heating Equipment
- Forced-air Heating Equipment
- Pneumatic, Electric and Electronic Controls
- Direct Digital Controls
- Computer Room Air Conditioning Equipment

SCOPE OF SERVICE

Scheduled maintenance services, preventive maintenance services, repairs, and other work as requested.

SCHEDULED MAINTENANCE

A. Inspections/Preventive Maintenance

- Inspections/Adjustment and Lubrication of all HVAC Equipment
- Verification that all operating and safety controls are operable and functioning as intended, including adjustment and cycling of controls to ensure their reliability
- Calibration of controls (digital, pneumatic) as applicable
- Check and inspect all belt-driven equipment; replace belts/drives as applicable to ensure reliability.
- Motor, shaft seals, bearing assemblies are to be check and lubricated.
- Check and inspect all refrigeration circuits and charges for adequate charge and/or leaks; record temperatures and pressures for the accumulation of historical data to be used for comparison to prior; and determination of the current state of operation
- Perform oil sampling/analysis in the 'off-season' to assist in determining the status of internal compressor parts/damage prevention.
- Filter replacement for all air-side equipment with filters (bi-annually). Filters will be provided by the City. (Filters to be removed and disposed of by vendor)
- Heating equipment, burners and burner controls are to be checked and cleaned annually; and 'tuned' for maximum firing efficiency
- Worn belts will be replaced (as needed) with new energy efficient cogged v-belts.

Exclusions - The following items are not to be included in the inspection price: Filters, startup or shutdown.

If a repair is necessary, contractor shall notify and provide a complete repair cost estimate to the Owner and receive authorization prior to performing the repair.

The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

B. Start-up/Shutdown

Preventive maintenance will include a start-up/shutdown in the spring & fall on all units in each building. Facility Operations Manager or his designated representative will determine the dates for this work. This will be billed on a time and materials basis.

REPAIRS / SERVICE CALLS

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing

downtime and inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

Service calls reported to the Contractor (by telephone or otherwise), shall be performed within two (2) hours of receipt of notification. In the event service is not provided within this period, the City of Novi reserves the right to call in a service organization of their choice. Contractor will be responsible for any additional labor charges as a result of their failure to respond within the required 2-hour call in time.

Due to the critical nature of off-hour calls, the Contractor must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.

ESTIMATES

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates.

The Facility Operations Manager or his representative will authorize all non-emergency work. The contractor will provide a written "not-to-exceed" estimate on all non-emergency work. The City will not bear any costs for work to develop estimates.

The estimate must include the estimated number of hours, contracted hourly rate, number & type of technicians required, estimated material cost and completion date.

The amount invoiced will represent the actual hours worked and actual materials charges. Therefore, the invoiced amount will rarely, if ever, be the same amount as the estimate.

Work will only be performed with the City's authorization. Actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this contract.

REPORTING

Contractor must provide 48 hour notice to the City prior to performing scheduled preventive maintenance. Failure to contact the City's representative may result in the unavailability of access to City properties.

The Contractor shall report to the City's representative when on the job. A service report (signed by the City's representative) shall be left with the City's representative detailing the work performed. A service report shall generally include: building location, type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, number of technicians required, hourly rate and summary of work done.

WARRANTY

The successful proposer will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

CORRECTION OF WORK

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

INVOICING/BILLING PROCEDURE

Invoices for services must include the following:

- Purchase order is required for all projects over \$5,000
- Service report number
- Date of service
- Location – building, department
- Description of services performed
 - Inspection
 - Maintenance
 - Repair
 - Any combination of the above, with hours broken down by category
- Number of technicians utilized for each job
- Labor cost will be broken down to show the actual number of hours worked times the contracted hourly rate.
- Materials cost will be broken down to show contractors cost plus the contracted percentage markup.
- **A copy of an invoice showing contractor's cost for parts must be sent with the City's invoice.**

The City will not pay for travel time or truck charges. Contractor will bill for actual hours on the job site only.

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates.

Invoices may be submitted only for work actually performed and after work is complete. No pre-payments, deposits, or partial payments will be authorized. Payment will be made after work is approved by the Facilities Manager. Invoices shall be mailed to the City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: invoices@cityofnovi.org. This email is to be used for invoices only. The Finance Department phone number is (248) 347-0465.

Failure to submit invoices to the address above may result in delay of payment.

WORK HOURS AND HOLIDAYS

- a) All planned service under this agreement will be performed during the City's normal work hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. (DPS 7:30 a.m. – 4:00 p.m.)
- b) Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays or on holidays

unless specifically authorized or directed by the Facility Operations Manager or his representative.

- c) Hourly payment to contractor for hours worked other than 8:00 a.m. to 5 pm, Monday through Friday (DPS 7:30 am – 4 pm) will begin when crew is assembled and equipment is at job site. Hourly payment ends when job is completed at site.
- d) Presently there are thirteen (13) recognized holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Fourth of July
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Day after Thanksgiving
 - 11. Christmas Eve
 - 12. Christmas Day
 - 13. New Year's Eve

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the Facility Operations Manager or his representative. The Contractor may be required perform the repair, replacement or maintenance work outside of normal business hours.

INSURANCE REQUIREMENT

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Schedule B of the attached Sample Agreement is to be provided to the City and remain in force during the entire contract period. It is the Contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

CLEANUP

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

DAMAGES

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should

damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

SELECTION CRITERIA

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Experience/Qualifications:**

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer, including names and qualifications of personnel to be assigned to the City account.

2. **Capacity:**

The Proposer should clearly identify its capability to perform the work as outlined in the specifications. The Proposer should clearly identify all disciplines available within the company and those areas that would be subcontracted. The Proposer should include their areas of expertise, including their familiarity with computerized and electronic control systems. Proposers should clearly identify all available resources within the company and those that are proposed be subcontracted to others.

3. **Comparable Work/References:**

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. **Methodology:**

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. **Cost**



CITY OF NOVI
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

LOCATIONS & EQUIPMENT LIST

1. CIVIC CENTER

45175 Ten Mile Rd.
Novi, MI 48375

Equipment

4 - Trane AHUs (2 VAV; 2 Constant Volume)
1 - Trane screw Chiller
2 - Futera HW Boiler
1 - Honeywell Air Compressor/dryer (dual)
4 - Greenheck Return Air Fans (for AHUs 1-4)
5 - Greenheck Exhaust Fans
2 - Split A/C systems on roof and in computer room
1 - Split A/C systems on roof and in copy room
2 - Split A/C systems on roof and in Council Chambers media room room
1 - Split A/C- Heating systems on roof and in Studio room
8 - Trane Unit heaters
3 - Domestic HW Heaters
5 - Taco Pumps (CHW, HW and Domestic)
4 - Trane Unit Ventilators
27 - FP Boxes with reheat Coils/filters
Plus other VAV boxes, controls and appurtenances.

2. POLICE DEPARTMENT

45125 Ten Mile Rd.
Novi, MI 48375

Equipment

1 - Carrier Chiller
2 - Bryan Boilers
2 - Trane AHUs
4 - B&G Pumps (HW and CHW)
1 - Devilbiss Air Compressor/dryer
2 - Carrier AHUs
1 - Carrier Condensing Unit
1 - Carrier Packaged RTU
3 - Roberts-Grodon Infrared Tube heaters
1 - Lochinvar Hot Water Heater 119 gal
Plus exhaust fans, VAV boxes, controls and appurtenances

Additional Notes:

- The Trane Air Handlers have new fans, motors and frequency drives.
- Two existing return fans are new.
- One boiler has a new burner assembly.
- All roof mounted exhaust fans are new.
- Temperature controls are new.

3. DPS FACILITY

26300 Lee BeGole Dr.
Novi, MI 48375

Equipment

2 - Temprite Make-up Air Units
3 - AAON packaged H/C RTU
1 - Sterling Make-up Air Unit
2 - Carrier packaged H/C RTU
10 - Sterling Gas Unit heaters
22 - Reverber-Ray Infrared heaters
2 - Reznor Unit heaters
20 - Exhaust Fans
Plus programmable controls, clocks and other appurtenances

4. INDOOR GUN RANGE

26350 Lee BeGole Drive (formerly Delwal Dr.)
Novi, MI 48375

Equipment

1 - Bryant H/C RTU
1 - Bryant Condensing Unit
1 - Floaire MUA

5. FIRE STATION #1

42975 Grand River Ave
Novi, 48375

Equipment

1 - Trane Packaged H/C RTU
1 - Bryant Condensing Unit
2 - Carrier Furnaces with DX coil
2 - Carrier Condensing Units
3 - Reznor Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, controls and appurtenances

6. **FIRE STATION #2**
1919 Paramount
Novi, MI 48377

Equipment

2 – Aeon Package RTU (1 gas/1 electric)
2 – Gordon Roberts Infrared Tube Heaters
1 - Plymo-vent

Plus miscellaneous exhaust fans, air compressor, electric cabinet unit heaters, controls and appurtenances

7. **FIRE STATION #3**
42785 Nine Mile Rd.
Novi, 48375

Equipment

1 - Bryant RTU
4 - Reverber-Ray Infrared Tube Heaters
1 - Plymo-vent

Plus miscellaneous exhaust fans, controls and appurtenances

8. **FIRE STATION #4**
49375 Ten Mile Rd. (at Wixom Rd.)
Novi, MI 48374

Equipment

4 - Carrier H/C packaged RTUs
8 - Gordon-Roberts Infrared Tube heaters
8 - Greenheck Exhaust Fans
2 - Plymo-vents
3 - Electric suspended units Task Master
Plus miscellaneous controls and appurtenances

9. **CEMS SATELLITE BUILDING**
25804 Beck Road
Novi, MI 48375

Equipment

1 – Carrier 60k BTU 95% 2-Stage Furnace
2 - Ceiling Heaters
1 – Carrier 2-Ton A/C

ALTERNATE #1

NOVI ICE ARENA

42400 Nick Lidstrom Drive
Novi, MI 48375

Equipment

Trane Tracer Summit Computer Monitor System
Munters DryCool IceAire AM30 Dehumidification System
2 - Trane Modular Climate Changer Air Handling
4 - ANSI Z21.16 Gas Fired Duct Furnaces **
1 - Make-up Air Furnace **
2 - Teledyne Laars HWH Boilers for Ambient air Heating
Trane AC Chiller – Model # CGAM 080F 2C02 AXD2
4-Baldor Circulation Pumps
 o 2 are dedicated to the heating loop
 o 2 are dedicated to the cooling loop
Plus miscellaneous controls and appurtenances



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the

City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Fee Proposal Form.

CONTENTS: Included in this Addendum are six (6) pages of written addenda description, plus one (1) page consisting of the pre-proposal meeting sign-in sheet.

CLARIFICATIONS:

1. **A voluntary walk-through of the four Fire Stations, DPS, and the CEMS building will take place beginning promptly at 9:30 a.m. on Friday, August 26, 2016 starting at Fire Station #3, 42785 Nine Mile Road, Novi, MI 48375. This will be the only opportunity to visit these buildings.**
2. **The Novi Public Library is now included in the RFP as Alternate #2.** Equipment information is included in this addendum. The current HVAC maintenance contract for the Library expires in February 2017.
3. A Revised Fee Proposal form, which includes the Library as Alternate #2, is included with this addendum.
4. Page 13 of 34: Insurance Requirements. The language in the RFP documents is replaced with the following language: "A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period. It is the contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract."
5. A walk-through will not be scheduled for the Indoor Gun Range. The building was constructed in 2008.
6. **Added scope of work:** After each building has been inspected at least one time (approximately 6 months after contract starts), contractor will provide Facilities Management Specialist with a list of all equipment (by building) showing

equipment makes, models, and serial numbers. Data is to be provided on an Excel spreadsheet.

Sue Morianti
Purchasing Manager

Notice dated: August 23, 2016

ALTERNATE #2:

NOVI PUBLIC LIBRARY

45255 Ten Mile Rd.
Novi, 48375

Equipment

- 2 - Air Handling Units
- 30 - Titus VAV Boxes (CFM Range 300-2100) ESV
- 28 - Titus Fan Powered Mixing boxes (12 - TQS / 16 TQP)
- 4 - Modine hot Water Cabinet Unit Heaters
- 3 - Modine hot water heating connectors (2600 BTU)
- 6 - Modine Hydronic Unit Heaters (2 @ HC-108/ 4 @ HC/18)
- 1 - Markel Electric Cabinet Unit Heater (6346-12)
- 8 - Greenheck's Exhaust Fans
- 2 - Greenheck's Makeup Air Fans
- 1 - Chiller (121.7 tons)
- 3 - AHU's
- 3 - Air Conditioning Units (2@ OHS 012AS / 1 @ OHS060-AHU)

Plus smoke detectors, exhaust fans, infrared heaters, electric and closed loop baseboard heaters and appurtenances

This building was constructed in 2009-2010.



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

ADDENDUM #2

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATIONS:

1. Your inspection prices should include the four (4) air handlers at the Civic Center and two (2) air handlers at the Police Department. This equipment was installed in June 2015, so the Maintenance Bond that covered it has expired.

Sue Morianti
Purchasing Manager

Notice dated: August 29, 2016