

The County of Barry is accepting sealed bids for Control Upgrade at the Barry County Courts and Law building. The closing date for the bid is April 27<sup>th</sup> at 2:00 p.m. Bids shall be submitted to Barry County Administration, 220 W. State Street, Hastings, MI 49058. To obtain a copy of the invitation to bid, please visit our web site at [barrycounty.org](http://barrycounty.org) or call (269) 945-1293. Specific questions regarding the Invitation to Bid may be directed to Tim Neeb, Building and Grounds Supervisor at (269) 838-7084.

Invitation for Bid – Issued March 22, 2017  
Barry County Courts and Law Control Upgrade  
Barry County Buildings and Grounds Department  
220 W. State Street  
Hastings, MI 49058  
(269) 945-1293

1. Barry County is requesting bids for Control Upgrade at its Courts and Law building
2. Bids shall be mailed or delivered to the Barry County Administration, 220 W. State Street, Hastings, MI 49058, in an envelope marked “Barry County Courts and Law Control Upgrade” by April 27<sup>th</sup> at 2pm. No faxed, emailed, or phone in bids will be accepted.
3. Bids opened by mistake due to improper identification will be rejected and returned.
4. Discount payment within a specified period of time will not be considered in evaluation of bids for award. Such discounts will be taken if payment can be made in that period, even though they are not considered in evaluation of the bid.
5. The bids shall be legibly prepared with ink or typed. If a unit price or extension already entered by a bidder on the bid form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
6. Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
7. The County is not subject to sales tax and as such it shall not be included in the final bid.
8. **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**
9. Bidders are cautioned that any changes, insertions, omissions to the terms and conditions, specifications or any other requirement of this invitation may be considered non-responsive and at the option of the County may result in rejection of the bid.
10. The County of Barry reserves the right to accept or reject any and all bids and to waive any informalities and minor irregularities in bids received.

11. The bid will be awarded to that responsible bidder(s) whose bid, conforming to this solicitation will be the most advantageous to the County, price and other factors considered.
12. Award of this bid and authorization to proceed is dependent on sufficient funds being available.
13. A pre-bid meeting will be held on April 13<sup>th</sup> at 9:00am at the north entrance of the Barry County Courts and Law building. Attendance is mandatory. Security checks will be performed in order to enter the building.
14. The contact person regarding this bid is Tim Neeb, Buildings and Grounds Supervisor, (269) 945-1293 or (269) 838-7084 (cell phone).
15. A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.  
The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.
16. This agreement shall be construed according to the laws of the State of Michigan. Barry County and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.
17. Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
18. The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

19. The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).
- a)** Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
  - b)** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
  - c)** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
  - d)** Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
  - e)** Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
  - f)** Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."
  - g)** Proof of Insurance - The vendor shall provide to Barry County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.
20. Barry County reserves the right to negotiate changes in the scope of this project, and waive any informalities and irregularities in any response.

## Bid Specifications

1. The intent is to provide a system of direct digital controls for the following pieces of equipment. This is to include all graphics, trending, alarming, etc...
  - 31 Heat pumps
  - 1 Make up air unit
  - 2 Boilers and pumps
  - 2 Exhaust fans
  - 1 Cooling Tower
  - 1 Humidifier
  - 1 Air Compressor
  - 1 Domestic water heater and pump
  - 2 Sump level
2. Vendor is responsible for all the details of their proposal. Submission of bid indicates the vendor has supplied a complete package.
3. Vendor will submit with their proposal any cut sheets or reference documents regarding products to be installed or system designs. Provide a point list.
4. Vendor shall provide adequate instruction and training on the use of the system and components.
5. Existing Novar system is to be removed and properly disposed of.
6. The intent of this project is to modernize, replace, add to, or refurbish the existing HVAC and temperature control system. Barry County is not recommending or suggesting a specific product(s) for this project, however the intent is to make the space and building controls viewable and manageable through a web browser.
7. Barry County will provide an active network drop.
8. Proposals will be evaluated based on the following criterial (not listed in order of importance)
  - Products selected
  - Qualifications of the contractor/sub-contractors
  - Implementation costs
  - Maintenance Costs – projected annual and long term costs
  - Implementation time frame
9. Provide any other documentation deemed appropriate for consideration of your bid.
10. Bid securities are not required.

BID FORM

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned, having read all the terms, conditions, and specifications of the Invitation to Bid, hereby proposes to furnish all parts and labor, including a 1 year warranty, for the above described Control System at a cost of

\$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)