

The County of Barry is accepting sealed bids for 1 gas RTU and 1 gas furnace with air conditioning . The closing date for the bid is February 8, 2019 at 2:00 p.m. Bids must be submitted to the Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058 in a sealed envelope clearly marked “ANIMAL SHELTER HVAC BID”. Bids are available on-line at [www.barrycounty.org](http://www.barrycounty.org) or the Buildings and Grounds office located 117 S. Broadway, Hastings, MI 49058, at from 8 a.m. – 5 p.m. Monday through Friday. Specific questions regarding the Invitation to Bid may be directed to: Tim Neeb, Custodial and Maintenance Supervisor at (269) 838-7084.

Invitation for Bid – Issued 1-17-19

Animal Shelter HVAC

Barry County Animal Shelter  
540 N. Industrial Park Drive  
Hastings, MI 49058  
(269) 945-1293

1. Barry County is requesting bids to provide and install 2 HVAC units at the Barry County Animal Shelter located at 540 N. Industrial Park Dr, Hastings, MI 49058.
2. Bids shall be mailed or delivered to Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058, in a sealed envelope clearly marked “ANIMAL SHELTER HVAC BID” by February 8<sup>th</sup>, 2019 at 2:00 p.m.
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 Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is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 **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**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. Award of this bid may be split if no vendor is able to satisfactorily meet all specifications.
14. The contact person regarding this bid is Tim Neeb, Custodial and Maintenance Director, (269) 945-1293 (office) or (269) 838-7084 (cell).
15. **A mandatory walkthrough will be done 10:00am January 29<sup>th</sup> at the Animal Shelter location.**
16. 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.

17. 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.
18. 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.
19. 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.
20. Each bidder is required to certify, and by submission of this bid does hereby certify, that in accordance with Act 517 of the Public Acts of Michigan of 2012 ("Act 517"), they are not an "Iran linked business" as defined in Act 517. If bidder is selected by the County of Barry to perform the work, bidder shall separately certify, as of the date of entering into the contract with the County of Barry, that they are not an "Iran linked business."
21. 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.

## BID SPECIFICATIONS

Barry County is seeking proposals from qualified contractors to provide and install two (2) HVAC units at the Barry County Animal Shelter, 540 N. Industrial Park Dr., Hastings, MI 49058. Unit 1 is for the Kennel area, Unit 2 is for the Training building.

1. Demo and remove from property existing equipment.
2. All labor and materials to provide and install HVAC units, intake and exhaust venting, ductwork, and WI-FI programmable thermostats. Vendor is responsible to size equipment properly, taking all building requirements into consideration.
3. Furnace is to be at least 90% efficient. Please list efficiency of unit on bid document.
3. To include gas piping, new pressure reducing valve (if needed), shut off valves, duct insulation, high and low voltage electrical, and permits.
4. System start up.
5. Balance system.
6. Bid is to include all electrical work.
7. Provide training to Barry County personnel.
8. This project will include all labor, materials, material (including possible hazardous material) removal and disposal, necessary needed to complete this project.
9. Installation shall include all plumbing connections, all drain connections, all gas piping connections, all flue connections, and all wiring connections.

The undersigned certifies that he has not communicated with or otherwise colluded with any other bidder (potential bidder) and not offered or accepted anything of any value from any employee of the County which would limit free enterprise.

The undersigned having read all terms, conditions, and specifications of the information for bid, hereby proposes to furnish these services at the following price:

Bid Price \$ \_\_\_\_\_

\_\_\_\_\_  
Signature Name printed or typed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Date

\_\_\_\_\_  
Fax E-mail

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Furnace 1 Size Furnace 2 Size

\_\_\_\_\_  
Furnace 1 efficiency Furnace 2 Efficiency

\_\_\_\_\_  
AC Unit 1 Size AC Unit 2 Size

\_\_\_\_\_  
AC Unit 1 SEER AC Unit 2 SEER

\_\_\_\_\_  
Parts Warranty

\_\_\_\_\_  
Labor Warranty

Please list the last 3 commercial HVAC installation projects as references.

1. Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

2. Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

3. Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_