



**NOTICE - CITY OF NOVI
INVITATION TO BID**

**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

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

A mandatory pre-bid meeting and walk-thru will be held Monday, November 10, 2008 at 10:00 A.M. at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, November 25, 2008** at which time proposals will be opened and read. Bids shall be addressed as follows:

**City of Novi
Office of the City Clerk
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

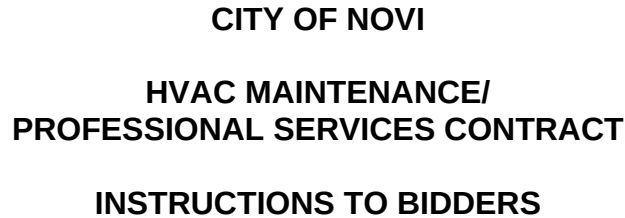
“HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT”

AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, 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
smorianti@cityofnovi.org

Notice Dated: October 31, 2008



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

Bid Issue Date	October 31, 2008
MANDATORY PRE-BID MEETING & WALK THRU	Monday, November 10, 2008 at 10:00 a.m. Novi Civic Center 45175 W. Ten Mile Rd. Novi, MI 48375
Last Date for Questions	Tuesday, November 18, 2008 at 3:00 p.m.
Response Due Date	Tuesday, November 25, 2008 at 3:00 p.m.

Submitted proposals shall include:

- The completed proposal form, any other documents requested.

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.

An **UNBOUND ORIGINAL and Five (5) copies** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions

If a contract is executed as a result of the quotation, it stipulates a fixed price for services. The contract period will be for one (1) year with two (2) renewal options in one (1) year increments.

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.

RIGHT OF REFUSAL

The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, 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.

CHANGES TO THE BID

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the issuing office 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 Bid 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 Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF PROPOSAL/BID

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

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

Bids must be clearly prepared and legible and must be signed by an Officer 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 BID MAY BE CONSIDERED NON-RESPONSIVE.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

The successful vendor 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. The use and scope of contractor responsibility must be clearly defined.

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.

TAX EXEMPTION

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 proposal figure. The City will furnish the successful bidder 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 bidder 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.

ACCEPTANCE OF PROPOSAL CONTENT

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

MATERIALS SUBMITTED

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.

INCURRING COSTS

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

DISCLOSURE OF PROPOSAL CONTENT

After contract award, and upon written request, a summary of total price information for all submissions will be furnished to those contractors participating in this bid.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer 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 offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer 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 offerer'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 offerer'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 OF NOVI
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**
SPECIFICATIONS

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

QUALIFICATIONS

Contractors wishing to submit a bid proposal shall have at least ten years of similar HVAC experience, and shall submit with their proposal a list of at least five(5) customer references of similar or related work; and shall have prior experience in working with Municipalities.

Contractors submitting a bid 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 bidder must submit credentials listing the qualifications of the personnel they propose to employ in the performance of 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:

- Monthly Scheduled Inspections and Preventive Services.
- Bi-monthly (twice monthly) Inspections and Preventive Services.
- Quarterly Inspections and Preventive Services.

DESCRIPTION OF THE WORK:

- 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 high-efficiency, pleated air filters; and bag filters (where applicable).
- 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.

All systems repair work will be included in this contract, however, when major repair is necessary, it shall be brought to the attention of the City of Novi's designated representative(s) - complete with an estimate of the cost of the repair for authorization to proceed. The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

INSURANCE REQUIREMENT

See Attachment A. Contractor must furnish and maintain the insurance specified by the City of Novi for the duration of the contract period.



CITY OF NOVI

HVAC MAINTENANCE/ PROFESSIONAL SERVICES CONTRACT

LOCATIONS, FREQUENCY OF INSPECTIONS/ EQUIPMENT LIST

Location #1:

Civic Center

45175 W. Ten Mile

Novi, MI 48377

Frequency: Twice Monthly

- 4 - Trane AHUs (2 VAV; 2 Constant Volume)
- 1 - Trane screw Chiller
- 1 - Raypak 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
- 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.

Location #2:

Police Headquarters

45125 W. Ten Mile Rd.

Novi, MI 48375

Frequency: Monthly

- 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 Police Headquarters building is in the process of having some HVAC equipment upgraded. This project will be completed by December 1, 2008.

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

These will be covered against defects under warranty, maintenance is still the owners' responsibility.

Location #3:

DPW Facility
26300 Delwal
Novi, MI 48375

Frequency: Monthly

2 - Temprite Make-up Air Units
1 - Sterling Make-up Air Unit
1 - 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.

Location #4:

Fire Station #1
42975 Grand River Ave
Novi, 48375

Frequency: Monthly

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

Location #5:

Fire Station #2 (Effective 1/09)

1919 Paramount
Novi, MI 48377

Frequency: Quarterly

2 – H/C RTU
2 – Reverber-Ray Infrared Tube Heaters (HL-2-40-100/65N)
2 – Fans connected to CO sensing unit (supply & exhaust)
Plus misc. exhaust fans, air compressor, electric cabinet unit heaters, controls and appurtenances

Location #6:

Fire Station #3

42785 Nine Mile Rd.
Novi, 48375

Frequency: Quarterly

1 - Bryant Packaged H/C RTU
4 - Reverber-Ray Infrared Tube heaters
Plus misc. exhaust fans, controls and appurtenances

Location #7:

Fire Station #4

49375 Ten Mile Rd. (at Wixom Rd.)
Novi, MI 48374

Frequency: Quarterly

4 - Carrier H/C packaged RTUs
8 - Gordon-Ray Infrared Tube heaters
8 - Greenheck Exhaust Fans
2 - Plymovent Exhaust Fans/Systems
Plus misc. controls and appurtenances

ALTERNATE #1:

Novi Public Library

45245 W. Ten Mile Rd.
Novi, 48375

Frequency: Quarterly

- 2 - Lennox Package H/C RTUs
- 1 - Carrier MX Unit (HW and DX coils)
- 1 - Carrier 50 Ton / 2 Stage Condensing Unit
- 1 - Hydrotherm HW Boiler
- 1 - HW Pump
- 1 - Speedaire Air Compressor/dryer
- 1 - Mitsubishi Split System A/C

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

Please note: The contract with the Library will be for the current building only and will continue as long as that building is occupied. A new Library facility will be built in 2009 with occupancy in the new building expected in January 2010. Inspection/maintenance fees will be renegotiated at that time.



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. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. 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.
4. **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.**

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates

of Insurance evidencing such coverage shall be submitted to City of Novi, Attn: Purchasing Department, 45175 West 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.

5. 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.
6. 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.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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

GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. The specified number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted via email to the Purchasing Manager by the "last date for questions" listed in the Instructions to Bidders section of the bid package.

4. Such interpretation, as well as any additional information will be made only as an addendum which will be mailed or delivered to each firm recorded as having received a copy of the original bid/proposal package.
5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. A bid/RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is 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 thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/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 bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.
2. The Purchasing Manager 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.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. 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:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) 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
 - 3) The primary routes of entry and symptoms of overexposure.
- C. 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.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. 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.
- F. 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.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.
2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-

month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. 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 proposal figure. The City will furnish the successful bidder 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 bidder 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.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER**
 - D. Description of material shipped, including item numbers, quantity, number of packages.

4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER
NUMBER AND DEPARTMENT CODE IN ORDER TO BE PROCESSED.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (refer to bid documents)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?
- _____ If required, are references included?
- _____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the **Office of the City Clerk before the time specified on the date specified.**
- _____ Are any bid bonds or bid deposits, if required, included in your bid package?
- _____ Addendum, if required, acknowledged on your bid proposal?
- _____ Did you include an **unbound** original (**marked as "Original"**) plus the required number of copies of your bid?



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**

45175 W. TEN MILE RD.
NOVI, MI 48375
(248) 347-0446

**HVAC MAINTENANCE/ PROFESSIONAL SERVICES CONTRACT
SIGNATURE FORM**

Bid submitted by:

Name (printed) _____ Title: _____

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail _____

Signature _____ Date _____

For information on responding to this ITB/RFP, contact Sue Morianti, Purchasing Manager, at smorianti@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified to the City of Novi, Office of the City Clerk, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL/BID. 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.

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.

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**CITY OF NOVI
PROPOSAL FORM**

HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT

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

Locations 1-7:

1. Civic Center (twice per month) \$ _____ per month
2. Police Headquarters (once per month) \$ _____ per month
3. DPW Facility (once per month) \$ _____ per month
4. Fire Station #1 (once per quarter) \$ _____ per quarter
5. Fire Station #2 (once per quarter) \$ _____ per quarter
6. Fire Station #3 (once per quarter) \$ _____ per quarter
7. Fire Station #4 (once per quarter) \$ _____ per quarter

Exclusions: Filters, additional start-up labor, and winter chiller preventative maintenance work.

Alternate #1:

Library (once per quarter) \$ _____ per quarter

Exclusions: Filters, additional start-up labor, and winter chiller preventative maintenance work.

Additional Services:

Rate Chart	1 st Year	2 nd Year	3 rd Year
Hourly Rate (Normal Hours M-F 8:00 am-4:30 pm			
Hourly Rate (Premium Time M-F after 8, first 8 on Sat.)			
Hourly Rate (Sundays & Holidays)			
Truck Charge			
Material Discount			

Terms & Conditions:

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

Years of HVAC experience similar in scope to required services: _____

Personnel qualifications/credentials included? **Yes** **No**

Copies of required Licenses included? **Yes** **No**

References:

1. Company _____
 Address _____
 City, State Zip _____
 Contact _____
 Telephone _____ Fax _____

2. Company _____
 Address _____
 City, State Zip _____
 Contact _____
 Telephone _____ Fax _____

3. Company _____
 Address _____

City, State Zip _____

Contact _____

Telephone _____ Fax _____

4. Company _____

Address _____

City, State Zip _____

Contact _____

Telephone _____ Fax _____

5. Company _____

Address _____

City, State Zip _____

Contact _____

Telephone _____ Fax _____

Comments: _____

Company Name: _____

Agent's Name: _____
(Please type)

Agent's Signature: _____

Date: _____