



# REQUEST FOR PROPOSAL

RFP 092013

Aaon Roof Top Units

Bay County Purchasing Division

On behalf of the

Bay County Buildings and Grounds Division

THOMAS HICKNER

BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL- THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDERS LIST

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DATE OF REQUEST	AUGUST 23, 2013
REFERENCE PROPOSAL NUMBER	RFP 092013
MANDATORY WALK THROUGH	AUGUST 28, 2013 10:00 A.M.: BAY COUNTY COURT FACILITY 1230 WASHINGTON AVE. BAY CITY, MI 48708
PROPOSED DATE/TIME REQUIRED	SEPTEMBER 12, 2013 10:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 8 <sup>TH</sup> FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	"AAON ROOF TOP UNITS. DELIVER TO THE PURCHASING OFFICE IMMEDIATELY"

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The Bay County Purchasing Division is soliciting sealed proposals on behalf of the Buildings & Grounds Division for complete replacement of **WATTS MASTER CONTROLS ON 4 AAON ROOF TOP UNITS**. The existing controls do not function properly and the replacements parts are no longer available or made.

A complete replacement of four (4) Variable Air Volume Aaon Roof Top Unit (RTU) temperature control system servicing the Bay County Court Facility, and 9-1-1 Central Dispatch located at 1230 Washington Avenue, Bay City, MI 48708. To control the following: regulation gas burners; staged DX; duct and space static pressure; supply air temperature reset; and mixed air temperature control and safety circuitry. Also include global outdoor air economizer functionality and damper control.

## SCOPE OF SERVICES:

1. Installation of a System Integration Controller to provide control, supervision, and network management for a network using standard open protocol based controllers.
2. The System Integration Controller to provide seamless communication to the existing native Barber/Colman NW8000 hydronic bridge circuits and hydronic zone pump control network (include temperature inputs and analogue outputs) with graphical user interface.
3. New Roof Top Unit (RTU) local controllers to use standard open protocol.
4. Boiler enable/disable setpoint (adjustable) with common supply & return water temperature sensors including graphical user interface.
5. Alarm management: Including the following alarms at minimum:
  - a. RTU (typical): fan failure; low/high supply air temperature;
  - b. Boiler(s) failure to index as commanded; high and low water return and supply temperatures;
  - c. Zone temperatures: low and high temperature conditions.
6. All systems and installed points to be graphically represented. Include dimensioned floor plan graphic with point and click elaboration.

## DETAIL OF SCOPE SERVICES:

1. Grant full system access via Bay County intranet, password protected, for ease of use for capital equipment maintenance and remote monitoring with graphical user interface.
  - a. Ability to change individual RTU setpoints to fine tune occupied/unoccupied time and supply air temperature setpoints.
  - b. Ability to adjust RTU morning/ warm-up time setpoint.
  - c. Ability to program holidays in advance to keep RTU's operating in the unoccupied mode.
  - d. Ability to keep RTU's operating in the unoccupied mode during a snow day or any other unscheduled day off.
2. All wiring/cables concealed wherever possible.
3. Procure an electrical permit and inspection as necessary.
4. No current system interruption nor significant "down time."
5. Training provided upon completion.
6. Complete warranty for both materials and labor for four (4) contiguous years.
7. Control Contractor may assume mechanical equipment is in proper working condition including, but not limited to, DX compressors, damper actuators and heating unit valves.
8. Remaining existing building temperature controls to remain "as-is."

9. Disposal of demolished and removed controls.

#### REQUIREMENTS OF THE BIDDER:

1. All Bids must be good for one-hundred and twenty (120) days after the previous stated proposed date.
2. The bidder shall submit their pricing only on the provided pricing sheet. **(See Attachment A)**
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(See Attachment B)**
4. Business Information. Each bidder is requested to complete the attached business information forms. **(See Attachment C)**
5. Bay County will require a demonstration of the proposed user interface.
6. Bidder shall be present at the **MANDATORY WALK-THROUGH** on August 28, 2013 in order to submit a proposal for this project. Failure to attend walk-through will result in the rejection of your bid. This walk-through will encompass both locations which are part of the same building.

#### GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [mooref@baycounty.net](mailto:mooref@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
5. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive

unless re-delivery is made to the office specified before the due date and time specified in this Request.

6. INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits 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. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$2,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverage afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

***"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County."***

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED:

***"It is understood and agreed that the following shall be additional insured: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers"***

This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributing, or excess.

**SUB-CONTRACTORS:** If the Contractor should subcontract any part of the project to a third party, contractor shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Contractor shall promptly furnish evidence of insurance for any such third party doing work for or under contractor.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan.

7. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation because of the issuance of the RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. The County will not be contractually bound until the County and the successful Bidder have executed a written contract for performance of the work.
8. **PROPOSAL DELIVERY:** Proposals must be returned no later than **September 12, 2013, @ 10:00 A.M.** in a sealed envelope clearly marked "**Bay County Aaon Roof Top Units**"--- **Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8<sup>th</sup> Floor, Bay City, Michigan 48708.

**The County will not accept proposals sent by FAX machine or E-mail.**

9. **NON-DISCRIMINATION:** In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight and marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as specified here, binding upon each contractor or sub-contractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.
10. **BID OPENING:** There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
11. **BID REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.
12. **BID AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County.
13. **CONTRACT:** The County's award of any bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County within ten (10) days after the date that the bidder receives such agreement from the County. In submitting a proposal, the bidder acknowledges that the contracts of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal

agreement. In the event that the bidder fails to execute the formal agreement within this time period, the county may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids. A copy of a bidder's suggested terms and conditions may be submitted with bidder's proposal.

14. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain from the Purchasing Office, a Bid Protest Form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 8<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.

15. **QUESTIONS:** All questions about this RFQ must be directed in writing, via email, to:

Frances Moore  
Purchasing Agent  
mooref@baycounty.net

**ADA ASSISTANCE:** The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Office of the Bay County Executive  
Bay County Building,  
515 Center Ave  
4<sup>th</sup> Floor,  
Bay City, MI 48708-5128  
(989) 895-4130  
(989) 895-4049 TDD

Frances Moore, Purchasing Agent  
Bay County Finance Department  
Purchasing Division  
Bay County Building  
515 Center Ave  
8<sup>th</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4037  
Email: [mooref@baycounty.net](mailto:mooref@baycounty.net)

**This proposal process will be conducted in conformity with the Bay County Purchasing Policy.**

PRICING

	COST
<b>TOTAL PROJECT COST</b>	<b>\$</b>

DELIVERY LEAD TIME: \_\_\_\_\_

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

BUSINESS INFORMATION

# BAY COUNTY VENDOR SET UP REQUEST

Return completed form to: Bay County Purchasing  
515 Center Avenue, Suite 701, Bay City MI 48708

Bay County Use Only	Vendor No.: _____
Review Date: _____	Reviewer's Initials: _____
1099: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1099: <input type="checkbox"/> 3-Per Diem <input type="checkbox"/> 6-Medical <input type="checkbox"/> 7-Ally/Non-Employee Comp	

**INSTRUCTIONS:** Bay County Vendor Set Up Request form is in three (3) parts.  
Page 1 of 3: MANDATORY - Includes vendor identification, W-9, and contact information.  
Page 2 of 3: OPTIONAL - Electronic Payment Set Up Request. Not available to one-time vendors.  
Page 3 of 3: MANDATORY - W-9 form. Only exception, one-time vendors.  
**An incomplete form will NOT be processed.**

Requesting Department or Contact Name: \_\_\_\_\_

Authorized Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

New vendor? Yes  No  Unsure  If no, vendor number: \_\_\_\_\_

One-time vendor? Yes  No  Unsure

If one time vendor, SKIP SECTION I and Contact Person fields below.

If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes  Restitution? Yes

Bay County employee? Yes  No

Information change only? Yes  If yes, fill out information change(s) only. Check  next to change, below.

<b>SECTION I</b>
Please provide one: SSN _____ Federal ID: _____
Incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/>
What goods or services will you provide to Bay County?
<input type="checkbox"/> Service: _____
<input type="checkbox"/> Product/Supply: _____
<input type="checkbox"/> Attorney/Medical: _____

Vendor Name: \_\_\_\_\_

DBA: \_\_\_\_\_  Not applicable.

Contact Person Phone: \_\_\_\_\_  Fax: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_ \*\*\*

Vendor Address: \_\_\_\_\_

Vendor Payment Address, if different from above: \_\_\_\_\_

\*\*\*Optional - Email to receive purchase orders electronically: \_\_\_\_\_

# BAY COUNTY VENDOR ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 48708

**INSTRUCTIONS:** Bay County Vendor Set Up Request form is in three (3) parts.

Page 1 of 3: **MANDATORY** – Includes vendor Identification, W-9, and contact Information.

Page 2 of 3: **OPTIONAL** - Electronic Payment Set Up Request. Not available to one-time vendors.

Page 3 of 3: **MANDATORY** - W-9 form. Only exception, one-time vendors.

**An incomplete form will NOT be processed.**

Vendor /Company Name: \_\_\_\_\_

Date: \_\_\_\_\_ Vendor number, if known.: \_\_\_\_\_ Bay County Employee  Skip Vendor Contact below

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Account Type:  Checking  Savings

Bank Routing Number: \_\_\_\_\_

Your bank will have this information.

Account No.: \_\_\_\_\_

Email Address to Receive Deposit Advice: \_\_\_\_\_

Vendor /Company Contact Name: \_\_\_\_\_

Vendor /Company Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

The authority granted by me on this form is to remain in full force and effect until you have received written notification of its termination in such a time and in such a manner as to afford you and my financial institution a reasonable opportunity to act on it.

COMPANY hereby discharges Bay County from all liability whatsoever for any actions taken by Bay County in accordance with the above.

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 2.	Name (as shown on your Income tax return)	
	Business name, if different from above	
	<input type="checkbox"/> Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Bay County Finance Department 515 Center Ave., Suite 701 Bay City, MI 48708
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,