



REQUEST FOR PROPOSAL

RFP 2023-06

Bay County Buildings & Grounds
Civic Arena Ice Plant Equipment Replacement

JIM BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RESPOND TO THIS PROPOSAL, PLEASE RETURN THE NON-BIDDERS FEEDBACK FORM TO ENSURE THAT YOUR FIRM MAY BE RETAINED ON OUR BIDDER LIST

DATE OF REQUEST MAY 11, 2023

REFERENCE PROPOSAL NUMBER RFP 2023-06

RECOMMENDED SITE VISITS MAY 18, 2023
10:30 AM

LOCATION: BAY COUNTY CIVIC ARENA
4231 SHRESTHA Dr.
BAY CITY, MI 48706

DEADLINE FOR VENDOR QUESTIONS MAY 26, 2023
5:00 PM

RESPONSES DUE FROM COUNTY JUNE 2, 2023
5:00 PM

PROPOSED DATE/TIME REQUIRED JUNE 9, 2023
11:00 AM

PROPOSAL SUBMITTAL BAY COUNTY FINANCE DEPT.
PURCHASING DIVISION
ATTN: FRANCES MOORE
BAY COUNTY BUILDING
515 CENTER AVENUE; 7TH FLOOR
BAY CITY, MI 48708-5128

MARK PROPOSAL “BAY COUNTY CIVIC ARENA ICE
PLANT EQUIPMENT REPLACEMENT -
DELIVER TO PURCHASING
IMMEDIATELY”

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INTRODUCTION:

The County of Bay (County) is requesting proposals from a qualified firms or individuals to provide and replace the Ice Plant Equipment at the Bay County Civic Arena.

SCOPE OF WORK:

The County is requesting a firm or individual with the skills necessary to provide and replace the Ice Plant Equipment located at the Bay County Civic Arena, 4231 Shrestha Dr., Bay City, MI 48706.

EXISTING MACHINE DETAILS:

The Civic Arena contains two (2) sheets of ice. The Olympic rink is 100 ft. by 200 ft. and the Pro sheet is 85 ft. by 200 ft.

The Civic Arena uses two (2) compressors, both of which have a cooling capacity of 180 tons and 250 hp using an ammonia brine system with 1000 lbs. of charge.

There is a circulating motor for the subfloor system and another circulating motor for the pit coil, these two (2) run on a glycol coolant.

The current door frame of the mechanical room is 10' high x 9'3" wide.

The cooling tower is an open water loop system on the roof.

SITE VISIT:

A site visit is suggested for a valid bid/proposal. The firm representative may attend the scheduled walk-through scheduled for May 18, 2023, at 10:30 AM. or if your firm is unable to attend this walk-through please notify Frances Moore or Jessica Foss at purchasing@baycounty.net to make other arrangements. Blueprints of the facility will also be available upon requests made by a verified company representative. Questions and answers will be noted for the addendum. During the site walk-through all equipment shall be reviewed.

PRICING use pricing sheet attached: (ATTACHMENT B)

- Bay County expects the best pricing available, cooperative pricing or better.

REQUIREMENTS: (LABEL ATTACHMENT C)

- Specific to a dual rink facility:
 - Size of equipment, minimum of 180-ton refrigeration cooling capacity; and
 - Specification sheets, brochures, etc. of components and controls included; and
 - Provide the same for recommended components and controls; and
 - Pounds of ammonia/refrigerant used.
- Explain the process for removal and demolition of old equipment. The current door frame of the mechanical room is 10' high x 9'3" wide.
- Describe installation of unit, start-up, and process for first ice in.
- Describe any work prior to the installation will be expected in the mechanical room or other areas of the arena.
- Time frame to include engineering, permits, installation, final inspection, etc.
- Other items of interest to the County:
 - Energy efficient options
 - Safety considerations
 - Staff assigned to the project are in-house employees or contractors.
 - If contractors, please provide information about the company, resumes and references.

IMPLEMENTATION: (LABEL ATTACHMENT D)

- The required switch over to the new system shall be between May 2024 and August 2024. This timeframe will cause the least amount of disruption to the operation of the Civic Arena. These dates must include time for teardown, installation, and replacement of the ice. Please explain your firm’s plan from award to completion.

COMPANY BACKGROUND: (LABEL ATTACHMENT E)

- How much of your business is related to compressors for the ice arena industry?
- Please provide a summary (not longer than one page) of your company’s history. As an example:
 - Years in business; a minimum of five (5) years required for this project.
 - Number of locations related to the ice industry.

MAINTENANCE AND WARRANTY: (LABEL ATTACHMENT F)

- Do you offer a maintenance contract – please explain and include a copy.
- Closest maintenance facility and technician.
- If your firm does not offer maintenance, please recommend the closest firm to Bay County, MI.
- Please describe an emergency.
- Explain the response time for an emergency and non-emergency call.

REFERENCES: (LABEL ATTACHMENT G)

- Provide contact name, phone number, email, location, size of rink.
 - List no more than five (5) similarly sized new compressor installations or full replacement – preferably but not required to be in Michigan.
 - List no more than five (5) of the largest new compressor installations or full replacement.

SCORING AND DEMONSTRATIONS:

Scoring for this bid will be based on the following:

- Price
- Requirements
- Implementation Plan
- Maintenance and Warranty Response

The following will be judged on a pass/fail basis:

- References
- Company Background

Firms receiving **80%** of the total available points will be invited, if necessary, to discuss the implementation plan and services. Meetings may be provided via the use of the Microsoft Teams online meeting platform. Selected vendors will be notified of the time, final agenda, and length of presentation.

LAYOUT AND CONTENTS OF BID PACKET; SUBMISSION MUST BE IN THIS ORDER.

- Proposal Cover Sheet (provided)
- Bidder’s Check List (provided)
- Certification – Attachment A (provided)
- Pricing Sheet - Attachment B (provided)
- Required Information (documents not provided):
 - Requirements – Attachment C
 - References – Attachment D

- Implementation – Attachment E
- Company Background – Attachment F
- Maintenance & Warranty – Attachment G

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms 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 such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at moorefa@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Firm agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Firms 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 proposal shall be made to the Bay County Purchasing Agent, Bay County Building, 7th 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.

8. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFP and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
- 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 in the minimum amount as specified by statute;
 - 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 incident;
 - 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. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$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. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "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's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.

10. **PROPOSAL DELIVERY:** Proposals must be returned no later than **June 9, 2023 @ 11:00 A.M.** in a sealed envelope clearly marked **“BAY COUNTY CIVIC ARENA ICE PLANT EQUIPMENT REPLACEMENT - DELIVER TO PURCHASING IMMEDIATELY.”** Please provide five (5) printed copies of the submission. One submission must be labeled **“ORIGINAL”**. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

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

11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract 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 his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. **PROPOSAL OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
13. **PROPOSAL REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. **PROPOSAL AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
15. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents 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 firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Firm's Proposal.

16. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th 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.**
17. **QUESTIONS:** All questions about this RFP must be received by **May 26, 2023**, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **May 26, 2023**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **June 2, 2023** and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFP. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their proposals. Any information given to a prospective firm concerning the Request for Proposal will be furnished to all prospective firms as an amendment or addendum to the Request for Proposal if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

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:

Amber Johnson
Corporate Counsel
Bay County Building
515 Center Ave. 3rd Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

**SEE ATTACHED
REQUIRED DOCUMENTATION**

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NON-BIDDERS FEEDBACK FORM

Bid #: 2023-06

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- _____ Unable to bid at this time but would like to receive future bid requests.
- _____ Service(s) or material(s) not provided by our firm.
- _____ Service(s) or material(s) we offer do not fully meet all the requirements specified.
- _____ We cannot meet the timetable required.
- _____ Insufficient time allowed for preparation and submission of bid.
- _____ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- _____ Other: _____

Please remove our name from your bidders list for

- _____ This commodity group
- _____ These item(s) or material(s)
- _____ All bids

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Email: _____

Phone: _____ Date: _____

Bid Response Cover Sheet

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

Year Firm Established _____

Years in Business: _____

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the Bay County Civic Arena Ice Plant Equipment Replacement, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Bid, including, by reference here, the County's RFP document. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

Unique Entity ID (UEI)#: _____

**BAY COUNTY
PURCHASING DIVISION
BIDDERS CHECK LIST**

YES NO

- | | | |
|---|-------|-------|
| 1. I have read ALL the instructions and specifications. | _____ | _____ |
| 2. I have read and acknowledge the information contained in the "General Information" section of the Bid | _____ | _____ |
| 3. I have filled in ALL the required documentation. | _____ | _____ |
| 4. I have provided all required information per the guidelines specified within the bid document. | _____ | _____ |
| 5. I am an officer of the company. | _____ | _____ |
| 6. I have the authority to obligate my company. | _____ | _____ |
| 7. I am returning the signed ORIGINAL and specified number of copies required per the bid document | _____ | _____ |
| 8. I have organized and labeled the bid per instruction. | _____ | _____ |
| 9. I have retained a copy of the submission. | _____ | _____ |
| 10. I have properly labeled the external envelope. | _____ | _____ |
| 11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award. | _____ | _____ |
| 12. I have provided the necessary information for the person responsible for follow-up. | _____ | _____ |

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

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 firm, 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 developed solely by the Firm indicated below and was prepared without any collusion with any competing firm or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing firm 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: _____

PRICING BASE ITEMS

Item	Price Each	Total Item Price
Ice Plant Equipment – Qty 2		
Installation		
Equipment Delivery		
Removal and Demolition of Existing Equipment		
		Total

ADDITIONAL ITEMS (please list on a separate sheet)

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____