



Ottawa County
Fiscal Services Department

Invitation to Bid 20-18

**Re-Roofing and HVAC
Improvements - Hudsonville**

To: All Bidders,

Ottawa County is requesting bids from experienced and qualified General Contractors for re-roofing and HVAC improvements to the County's facility that houses the 58th District Court and Ottawa County Department of Public Health located at 3100 Port Sheldon Street, Hudsonville, Michigan, 49426. The project consists of the coating of the existing roof of an original building and the first addition. The HVAC systems for the entire building will be updated, resulting in removed and replaced roof-top equipment, and removed and replaced duct that runs above the ceiling. Mechanical work will require new interior finishes in selected areas. Bidders should include full specifications of the proposed materials as part of the submission.

Ottawa County will host a mandatory pre-bid walkthrough on Tuesday, September 15, 2020 at 10:00 AM ET. Bidders are asked to RSVP by 5:00 P.M. on Monday, September 14, 2020 as per the instructions provided herein.

Bids are to be submitted no later than **Friday, September 25, 2020 by 2:00 PM ET.** Bids received after this time may not be considered. All requests for additional information or questions should be directed to Sandra Coles, buyer, at purchasing.rfp@miottawa.org. Detailed instructions for the completion of the bids are contained in this Invitation to Bid (ITB).

The County officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN), website <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County's website <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of bid documents obtained from any other sources are not considered official copies.

Ottawa County reserves the right to award the contract to the most responsive and responsible bidder. Ottawa County further reserves the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation of the bidder, when awarding. Ottawa County reserves the right to reject any and all bids.

INFORMATION SUMMARY

RSVP for Pre-Bid Walkthrough: Monday, September 14, 2020 by 5:00 PM ET
Pre-Bid Walkthrough Tuesday, September 15, 2020, 10:00 AM ET
Receipt of Questions: Wednesday, September 16, 2020
Addendum Issue Date: Friday, September 18, 2020 by 5:00 PM ET
ITB Deadline Date: Friday, September 25, 2020 by 2:00 PM ET
Intent to Award (Estimated): October 1, 2020

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BIDDER CHECKLIST

Failure to submit the following items may result in the bid being declared non-responsive. Bid documents should be submitted in the following order:

- BID FORM
- BID SECURITY
- DOCUMENT 00 4333 - Proposed Products Form.
- DOCUMENT 00 4334 - Proposed Mechanical Products Form.
- DOCUMENT 00 4336 - Proposed Subcontractors Form.
- ATTACHMENT A - Bidder Qualification and Compliance Form.
- ATTACHMENT B - Bidder Questionnaire.
- ATTACHMENT C – Bidder References. Signed.
- ATTACHMENT D – Additional Bidder Conditions. Signed.
- Preliminary schedule of duration of each phase of the work.

EXHIBITS

Exhibits listed below are available as separate, stand-alone documents.

EXHIBIT A: PROJECT MANUAL- PROGRESSIVE AE PROJECT NO: 74210006

EXHIBIT B: PROJECT DRAWINGS - PROGRESSIVE AE PROJECT NO: 74210006

1. BID SUBMISSION

Bids must be received by **Friday, September 25, 2020 by 2:00 PM ET.** Bids received after this time will not be considered. All bids must include completed, signed copies of all required documents and attachments (See Vendor Bid Checklist for full details).

Bid Response: Bid submissions must follow procedures as described in the Project Manual, Section 00 2113 Instructions to Bidders, as listed below:

- BID FORM
- BID SECURITY
- DOCUMENT 00 4333 - Proposed Products Form.
- DOCUMENT 00 4334 - Proposed Mechanical Products Form.
- DOCUMENT 00 4336 - Proposed Subcontractors Form.
- ATTACHMENT A - Bidder Qualification and Compliance Form.
- ATTACHMENT B - Bidder Questionnaire.
- ATTACHMENT C – Bidder References. Signed.
- ATTACHMENT D – Additional Bidder Conditions. Signed.
- Preliminary schedule of duration of each phase of the work

Bids must be submitted by express or overnight mail/shipping service, U.S. Postal Service, hand delivery by a company representative, or by Courier in sealed packages to the following location:

Ottawa County Fillmore Street Complex Administration Building
Fiscal Services - Purchasing, Room 331
12220 Fillmore Street
West Olive, Michigan 49460

Rejection or Withdrawal: The County reserves the right to reject any bids, waive any defects in bids, and accept any bid deemed to be in their best interest. Bids may be withdrawn at any time prior to the scheduled time of the bid opening. Bids may not be withdrawn within 75 days after opening date without forfeiting bid security.

2. PUBLIC BID OPENING

All bids received on or before 2 PM ET on Friday, September 25, 2020, will be opened and recorded. No immediate decisions are rendered. All bids will be read aloud starting at 2:00 PM ET. Meeting will be held online via WebEx. Individuals wishing to view the opening may email purchasing.rfp@miottawa.org for the link.

Alternatively, individuals may request a copy of the public opening tabulation via email, available no later than 5:00 PM ET, depending on number of bidders.

3. QUESTIONS

Vendors may submit questions and requests for clarification regarding this ITB until **Wednesday, September 16, 2020**. Responses to all questions and inquiries received by the County will be issued on **Friday, September 18, 2020 by 5:00 PM ET** in the form of an Addendum and posted on the MITN and on the County's website. All requests for additional information or questions should be directed to Sandra Coles, Buyer, Ottawa County Fiscal Services Department, purchasing.rfp@miottawa.org.

4. MANDATORY PRE-BID WALKTHROUGH

Ottawa County will host a mandatory pre-bid walkthrough at the following date/time and location:

TUESDAY, SEPTEMBER 15, 2020, 10:00 AM (ET)

58th District Court and Ottawa County Department of Public Health Building
3100 Port Sheldon Street
Hudsonville, Michigan, 49426

Bidders are asked to **RSVP by Monday, September 14, 2020 by 5:00 PM ET** by emailing purchasing.rfp@miottawa.org with names and cell phone numbers of attendees.

During this pre-bid meeting, bidders will have the opportunity to examine the project site, request clarification of any section of the bid and ask any other relevant questions relating to the bid. Person(s) attending the walkthrough should bring State/Government issued ID at the time of the tour. The County reserves the right to limit number of attendees.

Due to COVID19, bidders attending the site visit are required to wear masks inside and outside the facility at all times while maintaining social distancing. Bidders should self-monitor for COVID19 symptoms. If a bidder representative has experienced, is experiencing, or has been recently around someone that experienced symptoms of COVID19, they should notify the County as soon as possible and send another company representative in his or her place.

Any responses provided to questions during the pre-bid walk through and site inspection will be considered drafts and will be non-binding. Final answers to written questions submitted prior to the "Receipt of Questions" deadline (date and time provided in information summary sheet) and released by addendum will be considered official and final. Remarks and explanations provided at the conference do not qualify the terms of the bid; terms of the bid and specifications remain unchanged unless amended in writing.

5. SCOPE OF WORK

Ottawa County is requesting bids from experienced and qualified General Contractors for re-roofing and HVAC improvements to the County's facility that houses the 58th District Court and Ottawa County Department of Public Health located at 3100 Port Sheldon Street, Hudsonville, Michigan, 49426.

The Project consists of the following:

- a. Coating of the existing roof of approximately 37,000 square feet.
- b. Roofing repair and patching work will proceed as the mechanical work progresses.
- c. HVAC systems for the entire building will be updated, resulting in removed and replaced roof top equipment and removed and replaced duct runs above the ceiling.
- d. Mechanical work will result in new interior ceiling finishes along with electrical work.
- e. Structural work will be required for filling in roof deck at removed mechanical equipment and placement of new equipment as mechanical work progresses.
- f. Minor concrete cutting and patching in mechanical rooms will be required.
- g. The progression of work will be in 7 phases, with the coating of the roof being the 7th phase.

ProgressiveAE has prepared a Project Manual which includes a comprehensive scope of work and project specifications (See EXHIBIT A: PROJECT MANUAL- PROGRESSIVE AE PROJECT NO: 74210006). Bidders are responsible to review the Project Manual in its entirety and all information on all drawings and specifications provided.

The awarded Contractor will be expected to perform the work as described and with consideration for all aspects of the project, including, but not limited to: permits and license, subcontractor performance and scheduling, RFI's, substitution/change requests, existing conditions, materials and trades specifications, on-site inspections, site cleanup, storage and removal of construction materials, closeout submittals, training and testing procedures.

Construction operations are limited to areas noted on the Drawings (See EXHIBIT B: PROJECT DRAWINGS - PROGRESSIVE AE PROJECT NO: 74210006). The building will remain occupied throughout and all construction activities must be conducted in a way that will limit on-site disturbance.

Construct work will be done in phases, as per Section 00 2113, 7.07 Work Sequence, as follows:

1. Phase 1: Time restrictions; None.
2. Phase 2: Time restrictions; None.
3. Phase 3: Time restrictions; Interior work to be executed between 5:00 pm and 7:00 am. Exterior work has no restrictions.
4. Phase 4: Time restrictions; Interior work to be executed between 5:00 pm and 7:00 am. Exterior work has no restrictions.
5. Phase 5: Time restrictions; None, if work can be executed in a three-week window.
6. Phase 6: Time restrictions; Interior work to be executed between 5:00 pm and 7:00 am. Exterior work has no restrictions.
7. Phase 7: Roof cleaning and coating: No time restrictions. Will follow completion previous 6 phases.

The County will award a contract for moving of work stations and other movable equipment in the areas of the phased construction which will commence on dates required by the Contractors provided construction schedule.

Contractor will at all times permit and facilitate inspection of the work by the County's Project Manager. The County's Project Manager will have the authority to stop work, or reject work, which in their opinion does not meet requirements of the Contract. No changes in the work can be made without the written approval of the County's Project Manager.

Contractor will submit applications for payment to ProgressiveAE for payables of all materials, labor and subcontracted services related to this project. The County will process payment for applications with NET 30 terms upon receipt of confirmation of review and approval by ProgressiveAE.

6. CONTRACTOR QUALIFICATIONS

Contractors shall submit bids with the understanding that prior to the award of contract, the County may make investigations as deemed prudent to determine contractor's qualification and eligibility.

Contractor must have a license to perform all work as described in the State of Michigan and must have a minimum of three (3) years' experience as a General Contractor for roofing and HVAC maintenance, repair and improvements. Contractor must meet all insurance requirements outlined in the ITB and is responsible to ensure that all subcontracted work meets all insurance requirements.

7. BID SECURITY

Each bid must be accompanied by a bid security, which shall not be less than amount of five (5%) percent of the Stipulated Sum Project Total amount. Form of the security may be a bid bond, certified or cashier's check made payable to Ottawa County. This will be a guarantee that the bid selected by Ottawa County will furnish the required performance bonds; failure to do so could mean forfeiture of the Bid Security. After a bid has been accepted, all securities will be returned to the respective bidders. If no contract is awarded, all securities will be returned.

8. PERFORMANCE BOND

Awarded Bidder will provide a Performance Bond, as described in Section 00 7300 – Supplementary Conditions of the Project Manual. Bidders are to include the cost of the performance assurance bonds in the Bid Amount and identify the amount on the Bid Form. All Bidders must indicate the cost of Performance and Labor and Material Payments (PLM) Bonds covering 100% of the value of the total project.

9. BID AWARD

Upon public bid opening, a bid tabulation will be prepared by the County to summarize each Contractor's offer. All offers will be required to be submitted under a condition of irrevocability for a period of thirty (30) days after submission. Bids will be reviewed to determine if submission requirements are met. Failure to meet submission requirements will result in rejection of the offer. Bids that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. Contractor assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

The County will coordinate a post-bid interview with the apparent low bidder to validate pricing and project understanding before issuing an intent to award. The County reserves the right to interview any number of qualifying bidders as part of the evaluation and selection process. The County further reserves the right to award a contract without an interview, if determined to be in the best interest of the County.

The lowest priced response may not have a direct bearing on final selection. The County reserves the right to select and subsequently recommend for award, the offer which best meets its required needs, quality levels and budgetary considerations. An intent to award will be issued to the successful Contractor and all bidders will be notified. In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the next lowest bidder.

Form of agreement will be by standard Purchase Order issued by Ottawa County, which incorporates by reference this Invitation to Bid document, the Project Manual and Drawings as prepared by Progressive AE and all terms and conditions therein, as well as

the Bid Pricing Form as offered by the Contractor. No work is to commence prior to receipt of P.O. by awarded Contractor.

10. SECURITY AND BACKGROUND CHECKS

Background checks are mandatory for all Contractor employees at Contractor's expense, as applicable. The background check includes a LEIN security check that is performed by the County or by a process that is approved by and deemed satisfactory to the County to ensure, at a minimum, that no staff has felony or domestic violence or other bar-able offence(s) convictions. Contractor must also agree that all employees, officers or agents who shall provide services on site shall have background checks conducted prior to starting work.

11. GENERAL TERMS AND CONDITIONS

CONFLICT OF INTEREST

By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest."

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

INDEMNITY

The Bidder shall hold harmless Ottawa County, its employees, agents, and volunteers against and from all claims, judgements, losses, damages, payments, costs and expenses of every nature and description, including attorney's fees, arising out of or resulting from the Bidder's performance of or failure to perform the work described herein.

INDEPENDENT CONTRACTOR

The awarded Bidder will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Ottawa County. The Bidder will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

INCURRED EXPENSES / CONFIDENTIALITY

The County is not responsible for any cost or expense incurred by the Bidder by preparing and submitting a bid or any costs associated with meetings and evaluations of bids prior to execution of an agreement. All bids, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the Bidder.

INSURANCE

Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements must be filed with the County.

Any vendor of the County, at its sole cost and expense, must obtain maintain, and comply with all County insurance coverage and requirements. Such insurance will be occurrence-based or claims made with tail coverage or will be in a form and format acceptable to County Corporation Counsel and will be primary coverage as respects County.

These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the service provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned shall be listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

IRAN LINKED BUSINESS

By submission of this form, the Bidder certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.

MINOR IRREGULARITIES AND RETAINED RIGHTS

The County reserves the right to waive minor irregularities in bids and/or bids. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Contractor an advantage or benefit not afforded to other Contractors. The County may waive any requirements that are not material. The County may make an award under the contract in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this process notwithstanding selection or rejection of bids and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative by each party.

OWNERSHIP OF DATA

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to this agreement, shall become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data shall be delivered to the County or its designee upon completion of the agreement or at such other times as the County or its designee may request.

BID ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

The County reserves the right to negotiate with the Bidder(s) within the scope of the ITB in the best interests of the County. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bid and/or to determine a bidder's compliance with the requirements of the solicitation.

The County reserves the right to reject any or all bids, or any part thereof; and to waive any minor defects in the bids if this is to the advantage of the County. The County's waiver of a minor defect shall in no way modify the ITB document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

The County also reserves the right to accept or reject any and all bids submitted or cancel this ITB in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Bid Receipt Deadline, bids may be modified or withdrawn by the Bidder's authorized representative. After the bid deadline, bids may not be modified or withdrawn without the written consent of the County.

RESERVATION OF RIGHTS

The County reserves the right to reject any and all bids, to award the agreement to other than the low bid, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the bids, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the County's best interest. The County may, at its discretion, cancel any bid or request for bid or other solicitation and/or reject all bids in whole or in part.

SUBCONTRACTORS

Since the contract is made pursuant to the bid submitted by the awarded Contractor and in reliance upon the Contractor's qualification and responsibility, the Contractor will not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County. The County reserves the right to reject a proposed subcontractor for reasonable cause.

PAYMENT TERMS

In the absence of any prior arrangement, payment terms will be Net 30.

SAFETY

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

TERMINATION

The County may terminate an award/contract for the failure to perform a term of the specifications to the satisfaction of the County, and/or when the approved progress schedule or any other requirement of this Contract is not met. The County shall provide ten (10) days advance written notice to the Contractor for the failure to perform services or for the violation of any other term of the solicitation specifications. In the event of such termination, the County may complete the contracted work and the Contractor will be liable for any excess cost occasioned by the County thereby and in such case the County may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

An award/contract may be terminated at will by the County upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the Contractor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the solicitation specifications. Payment shall be made upon the Contractor delivering to the County all information and materials retained by the Contractor in performing the services described in the specifications, whether completed or in progress.

WARRANTY

Contractor warrants that the goods and/or services supplied will be of good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for that intended use. The awarded bidder will warrant that all equipment is free of material defects both in materials and in workmanship for a minimum of twelve (12) months from delivery date. Awarded bidder will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.