



**INVITATION TO BID (ITB)
ITB 2022-02
Boiler Replacement – City Hall**

The City of Charlotte is issuing an Invitation to Bid (ITB) for qualified contractors to replace the boilers at the City Hall building located at 111 E. Lawrence Ave, Charlotte, MI 48813. To be considered for this contract, your business must meet the qualifications and satisfy the requirements set forth in this Invitation to Bid. Bids must be received at the address listed below no later than 04:00 pm, local time, on Thursday, October 13, 2022.

City of Charlotte
City Clerk's Office
"Bid for Boiler Replacement – City Hall"
111 E Lawrence Ave
Charlotte, Michigan, 48813

The City of Charlotte Clerk's Department will open and read sealed bids received by the deadline listed above at that date and time. One (1) original and one (1) copy of the bid must be submitted. Bid packages can be obtained at the City Clerk's office during normal working hours, the Michigan Intergovernmental Trade Network (MITN) www.bidnet.com, or the City's website, www.charlottemi.org.

The City of Charlotte reserves the right to accept or reject and or all bids and to waive any irregularities.

Section 1. Preparation of Bids

1. Bidders are expected to examine the specifications, especially "Section 4. Scope of Work", and all instructions. Failure to follow bid specifications may result in rejection of bid.
2. Bidders are required to conduct a site-inspection prior to bidding.
3. Each Bidder shall furnish all the information required. Erasures or other changes must be initialed by the person signing the bid form. Partial bid packages may be rejected.
4. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or conditions within the invitation, he or she is advised to call and have that portion clarified. For clarification on bidding instructions or submission, contact Mary LaRocque, Purchasing Agent at (517) 543-2750.

5. Bids must disclose the name and form under which the bidder does business including any alternate names and addresses.
6. The submission of multiple bids by any bidders, under the same or different names, and collusion among or between bidders is prohibited, and if determined by the City to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.

Section 2. Submission of the Bid

1. All bids must be submitted in a sealed envelope, and must include the following information on the face of the envelope: bidder's name and address, bid number, and item description (City Hall Boiler Replacement). Failure to do so may result in the premature opening of or failure to open such a bid. Send bids to the attention of the City Clerk, Mary LaRocque, City of Charlotte, Clerk's Department and address bids as directed below:

City of Charlotte, ITB 2022-02, Attn: Mary LaRocque, 111 E Lawrence Ave, Charlotte, MI 48813.

Bids must be received by the deadline. NO LATE BIDS WILL BE ACCEPTED. Bidders are responsible for submitting bids before the stated closing time. Delays in the mail will not be considered. Any bid received after the stated deadline will be rejected. Fax or emailed bids will not be accepted.

2. Any bid may be withdrawn by giving written notice to the City Clerk before the stated closing time. From that time, no bid may be withdrawn or canceled for a period of 60 days, except the successful bidder whose bid prices will remain for the entire contract period.
3. The bidder may change or modify his/her bid up to the established closing time. Any modification must be presented in writing, and submitted in accordance with the above format, and clearly marked "Bid Modification."
4. Bids must be submitted on the forms supplied. Additional information may be attached as an addendum. Submit one (1) original and one (1) copy of your bid.
5. Submit with your bid a list of similar projects completed by your firm in the last year with contact persons and phone numbers for those projects.
6. Submit a list of subcontractors that will be used to perform the work, if any.
7. The submission of a bid shall constitute the bidder's representation to the City, and agreement that the bidder has not, does not, and will not unlawfully discriminate or allow unlawful discrimination against any persons.
8. The submission of a bid constitutes agreement by the Contractor to sign that Contract within ten (10) days of being notified of the City's acceptance of the Contractor's bid, which shall be conditioned on such timely signing.

9. The submission of a bid constitutes Contractor's representation that it can, and agreement that it will, secure and maintain the insurance specified in the Attachment C. Insurance Requirements as conditions and during the term of the Contract, which shall be documented by submission of Insurance Certificates.
10. All bids are tax exempt.

Section 3. Bid Review and Evaluation and Contract Award Criteria, Reservations and Conditions

1. The City reserves the right to request additional information from one or more bidders during the bid evaluation process.
2. Any errors, omissions, or discrepancies in the specifications discovered by a prospective bidder must be brought to the attention of Mary LaRocque, City Clerk/Purchasing Agent, as soon as possible after discovery. Further, the Contractor will not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.
3. The City reserves the right to reject any and all bids, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Contractors, waive or modify one or more Bid, Scope of Work or Contract provisions, request supplemental bids and to accept a bid from and award a contract to a qualified Contractor based on what the City Council determines to be in the best interest of the City considering all factors.
4. Any acceptance of a bid shall not be binding on the City and may be withdrawn for least ten (10) days after the date of the acceptance and until the Contractor has submitted the signed Contract, proof of insurance, and satisfied all other acceptance conditions. During the period of time that City acceptance may be withdrawn, the City reserves the right to continue to review, evaluate and investigate all bids and Contractors, and for any reason approved by the City Council, may withdraw the acceptance of a bid.
5. The evaluation and award of this bid will be based on a combination of factors including, but not limited to the bid prices, past performance, ability to meet service requirements, manpower and equipment available to perform this service, compliance with specifications, and any other factors considered to be in the City's best interest.

Section 4. Scope of Work.

The City Hall boiler replacement project shall include:

1. Remove and dispose of existing boilers and all appurtenances.
2. Remove two, existing boilers and replace with two (2) boilers that each meet current boiler capacity of output BTU 595,320 and input BTU 726,000.
3. Recommend and propose replacement of air handlers or other appurtenances, if needed.
4. Make all vent, water pipe, drain and gas connection according to state and local code requirements for each boiler, including obtaining required permits and inspections. Add

check valve and pumps as needed to accommodate redundant boiler operation (one or the other or both can run at the same time).

5. Provide and install controls that shall control and monitor the new boiler. Shall also rotate the usage duty of the boilers and automatically bring on the back up boiler on event of the primary boiler failure.

Section 5. Project Schedule

It is anticipated that the city hall boiler replacement project will be awarded by the City Council on October 17th and commence within ten (10) calendar days of award of contract and shall be completed within sixty (60) days. Bidders are expected to adhere to the project schedule identified above; however, an alternative schedule may also be submitted for consideration by the City. Alternative schedules may not be approved.

Section 6. Pre-Bid Site Inspection

Pre-bid access will be by appointment only. Prospective bidders are **required** to conduct a site visit prior to bid submittal. Access will be provided during regular business hours (8:00 am to 5:00 pm) the week of October 3, 2022. Alternate access dates may be accommodated by request. Contact Erin LaPere, City Manager, 111 East Lawrence Avenue, Charlotte MI 48813; 517-543-8850 (phone); or elapere@charlottemi.org (email) to arrange a date and time for inspection of existing boiler system. Failure to attend a pre-bid site visit may disqualify the bid.

ATTACHMENT A
BID FORM
City Hall Boiler Replacement

Contractor Name: _____

Bid Amount (Lump Sum): _____ dollars

(\$_____)

Proposed Product Description (include make/model of proposed units):

Alternates/Exceptions—Please Describe:

Project Schedule—Please Describe:

Authorized Signature: _____ Date: _____

Title: _____

**ATTACHMENT B
BIDDER INFORMATION SHEET**

BIDDER INFORMATION - City Hall Boiler Replacement

Firm Name: _____

Address: _____

City/State/Zip Code: _____ Telephone Number: _____

Email Address: _____

Firm Established: _____ Years in Business: _____

Type of Organization: _____ State of Organization: _____

Representative's Name: _____

Title: _____

Signature: _____ Date: _____

The above individual is authorized to sign on behalf of company submitting proposal.

The individual authorized to submit this proposal declares that he/she have informed themselves fully in regard to the conditions to be met in the performance of the work, and having read and examined all the specifications pertaining to the work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision and all else necessary, for the satisfactory and complete performance of these services, to the City of Charlotte.

An official authorized to bind the provider to its provisions for at least a period of 60 days after the bid closing time must sign proposals.

The following are attached to this Bid:

- 1 List of subcontractors that will be used in performing services (if applicable).
2. Certificate(s) of Insurance.

ATTACHMENT C
INSURANCE REQUIREMENTS AND HOLD HARMLESS

The Contractor shall purchase and maintain such insurance as will protect him from claims as set forth below, which may arise out of or result from the contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone employed by any of them or anyone for whose acts the Contractor may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. The City must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the City has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the City.

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractor's to procure and to maintain during the life of his subcontract Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon Contractor's obligation to indemnify the City.

HOLD HARMLESS

The Contractor shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Charlotte from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Contractor, any person employed by the Contractor, or anyone for whom the Contractor is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the City.

IN WITNESS WHEREOF, the CONTRACTOR has set its hand this __ day of _____, 2022.

SIGNATURE: _____

NAME & TITLE: _____

**ATTACHMENT D
NON-IRAN LINKED BUSINESS CERTIFICATION**

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, City of Charlotte must obtain certification from the vendor that it is not an “Iran-Linked Business.”

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an “Iran-Linked Business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

Company Name _____

Authorized Representative _____
(printed name and title)

Signature _____ Date _____

VENDOR INFORMATION FOR THE CITY OF CHARLOTTE

Please complete the following information for the City of Charlotte to track vendor applicant information and for future improvements to the City’s purchasing process.

Business Name _____

Address _____

Business Type (Sole Proprietorship, Corporation, LLC, etc.) _____

Is your business a Disadvantaged Business Enterprise (DBE)? **Yes** **No**

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? **Yes** **No**

Does your business have a small business status? **Yes** **No**

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the City before? **Yes** **No**

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : _____

How did you discover this Bid opportunity? _____

Do you use the MITN Purchasing Group Website (BidNet)? **Yes** **No**

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.