

Ann Arbor District Library

Request for Bid

Full-Service Maintenance Agreement for HVAC, Related Equipment and Other Equipment

The Ann Arbor District Library is soliciting bids to provide preventative maintenance and repairs for the Library's heating, cooling, ventilation, generators related equipment and other equipment. The Library's facilities are located at:

- Downtown, 343 S. 5th Ave. Ann Arbor, 48104
- Malletts Creek, 3090 E. Eisenhower Pkwy, Ann Arbor, 48108
- Traverwood, 3333 Traverwood Dr, Ann Arbor, 48103
- Pittsfield, 2359 Oak Valley Dr, Ann Arbor, 48103
- Westgate, 2502 Jackson Ave, Ann Arbor, 48103
- Archives, 2805 S. Industrial Pkwy suite 400/500, Ann Arbor, 48108

Scope of Service: The vendor must provide everything that is needed in order to maintain equipment in running condition so that it is operational and performs within manufacturer's specifications at all times, including but not limited to the following:

- The cost of all labor including overtime pay.
- Travel and vehicle expense.
- All parts, supplies, materials and equipment.
- State of Michigan mandated inspections and disassembly for governmental agencies.
- Diagnosing and testing.
- Specialized equipment or personnel.
- All equipment startups.

Service:

- Overtime and/or premium wages will not be paid by the Library for service calls.
- The contractor shall notify the maintenance supervisor or facilities manager before performing preventative maintenance to any equipment.
- Equipment shall be operational and ready at all times unless it is out of service for preventative maintenance or repairs.
- The contractor will furnish a detailed written report at the completion of each job outlining the service or work.
- The contractor shall respond to service calls of a non-emergency nature in a timely manner.
- All building conditions should be between 68-76 degrees far

Emergency Service:

- The contractor shall respond immediately to service calls of an emergency nature.

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Bidding Process:

- Contractors wishing to bid Must schedule a site visit. Please schedule the visit with Andra Williams 734-327-4288, williamsa@aadl.org or Len Lemorie 734-327-4281, lemoriel@aadl.org.
- Late bids will not be accepted.
- All bidders must include the following information with sealed bid:
 1. The returned bid must contain at least three references where like services have been performed within the preceding 12 months.
 2. Include the name of the business or government entity, the address, the name of a contact person, and the contact person's phone number and email address.
 3. Indicate when you last performed services at that location.
 4. Bids submitted without references will be rejected.
- Contractors are bidding a three-year contract with options for years four and five.
- Contractors must submit a bid covering all locations.
- Contractor must be a full-service MEP.
- Equipment list available upon request.
- Note: the Ann Arbor District Library reserves the right to reject any or all bids.

Bids MUST be received no later than April 17, 2020 at 12:00PM.

Submit bids to the address below or hand-deliver o the Downtown Branch, 4th Floor Administration Offices.

Len Lemorie
Ann Arbor District Library
343 S. 5th Avenue
Ann Arbor, Michigan 48104

Terms and Conditions

Rights of Library:

The Ann Arbor District Library retains the right to call another vendor to perform maintenance or to diagnose and make necessary repairs if the contractor fails to carry out maintenance as specified by the manufacturer, conduct repairs, or respond to any service call to the satisfaction of the Library. The expense of such maintenance, diagnosis, and repairs will be deducted from the total amount of this agreement and the monthly payment to the contractor will be adjusted accordingly to equal the new balance. If at the time of service or repair, the contractor agrees to reimburse the Library for any additional cost over and above that amount.

Equipment and Supplies: The contractor shall furnish all labor, materials, equipment, and other items necessary to perform the herein specified work.

Contract Price: Rates include all costs of labor, materials, equipment, overtime pay, supervision, travel, vehicle expense, taxes and insurance required to fulfill the specifications as outlined in this proposal.

Compensation: Payment shall be due on the last day of each month in which services are performed.

Change in Work Performed: The above price is based upon the specifications as outlined in this request for bid. If there are changes in services, the Owner agrees to negotiate a reasonable price adjustment with the contractor.

Modification: The parties may from time to time request changes in this agreement. Such changes, including any increase or decrease in compensation, shall be effective when incorporated in written amendments to this agreement.

Insurance: The contractor shall maintain insurance coverage in the forms and at least the amounts specified below during the terms of this agreement and until (2) years after the completion of the services as outlined under this agreement and the policies shall name the Ann Arbor District Library as an additional insured.

General Liability:

General Aggregate _____ \$2,000,000

Products/Completed:

Operations Aggregate _____ \$2,000,000

Bodily Injury/Property:

Damage Liability _____ \$1,000,000

Fire Damage _____ \$50,000
any one fire
Medical Expense _____ \$10,000
each occurrence **Workers Compensation and Employer's Liability:**
Bodily injury each accident _____ \$100,000
Bodily injury by disease _____ \$500,000

Bond:

\$25,000

The contractor shall furnish to the Library certificates of liability and worker's compensation insurance. Policies must show the coverage and limits of liability and that the Library is named as an additional insured party, where needed. The contractor's insurance shall be primary and not entitled to contributions from any insurance maintained by the Library.

Companies shall write all insurance with an AM Best rating of "A" or higher. Such certificates shall require that policies shall not be cancelled or reduced in coverage until the contractor and the Library have received 30-days written notice of such cancellation or reduction.

If the contractor neglects or refuses to provide any insurance required in the agreement, or if any insurance is cancelled, the Library may, at its option, procure such insurance and adjust the contract downward by the reasonable amount of the premiums paid or to be paid.

Indemnification: The contractor shall indemnify, hold harmless and, at the Library's option, defend the Library, its present and future employees, representatives and agents from and against any and all claims, losses, damages, liabilities, and expenses (including costs of defense, arbitration, settlement, and reasonable attorney's fees) for death or bodily injury to any person, destruction of or damage to any property, loss of any property rights or entitlements, contamination of or adverse effects on the environment, or violation of Government laws, regulations, or orders, if and to the extent they result from, arise out of or are in connection with the contractor's performance of these services described in this agreement. In addition, the contractor promises to comply with all applicable laws regulating employment, conditions of employment, equal protection and unemployment and worker's compensation.

Handling and Disposal of Generated Waste: The contractor shall store, transport, manage, or dispose of waste materials generated in the course of performance of the services in accordance with federal, state, and local laws and regulations, including obtaining all necessary permits, if any. All use and disposal of chemicals or other agents must conform to current OSHA health and safety standards. An OSHA, Hazard

Communication form must be provided to the Facilities Manager at the inception of this contract- per CFR.1910.1200.

Right to Terminate: This agreement shall be for a period of 3 years from the effective date with an option for years four and five. Notwithstanding any other section or provision of this agreement, either party may terminate this agreement upon 30-days written notice sent to the other party's address of record.

Independent Contractor: The parties intend that the contractor in performing services herein specified shall act as an independent contractor and shall have control of the work and manner in which it is performed. The contractor shall select its own employees or agents and such employees or agents shall be responsible to the contractor. The contractor may perform the services by any reasonable means and shall not be responsible for delays in performance caused by strike, lockout, act of God, accident, or any other circumstance out of the contractor's control.

Contractor's Employees: The contractor agrees that it will not permit its employees to violate any of the use rules of the Library, nor disturb the privacy of any of the Library employees or patrons; nor disclose the contents of any document, correspondence, communication, report, or record to anyone; nor permit smoking inside or outside of any Library building.

Applicable Law: The laws of the state in which the services are performed shall govern this agreement. If any provision in this agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Entire Agreement: The agreement contains the entire legal agreement between the parties and takes precedence over any other written agreement signed or unsigned. All prior negotiations between the parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument signed by both parties. The terms and conditions outlined in this agreement shall be included as part of any other agreement between the two parties and shall be considered primary.