



CITY OF NOVI CITY COUNCIL
DECEMBER 1, 2025

SUBJECT: Approval to award the Heating, Ventilation, and Air Conditioning (HVAC) Services contract to Lyon Mechanical Inc. for one year with the option of two additional one-year renewals at \$54,333 annually.

SUBMITTING DEPARTMENT: Integrated Solutions – Facilities Division

KEY HIGHLIGHTS:

- Current HVAC Services contract expires on January 5, 2026.
- The City received six bids for this contract.
- Lyon Mechanical Inc. had the lowest materials markup, one of the lowest hourly rates (straight and overtime), and one of the fastest response times for service calls.
- Lyon Mechanical Inc. is a local contractor, specializing in HVAC work, with 41 years in business and outstanding references.

FINANCIAL IMPACT

	FY 25/26	FY 26/27	Total
EXPENDITURE REQUIRED	\$ 21,564	\$ 54,333	\$ 75,897
BUDGET			
1. Contractural Services (101-265.00-814.000)	\$ 4,950	\$ 9,900	\$ 14,850
2. Building Maintenance (101-301.00-934.000)	\$ 4,762	\$ 9,524	\$ 14,286
3. Building Maintenance (101-336.00-934.000)	\$ 4,625	\$ 13,875	\$ 18,500
4. Park Building Maintenance (101-265.10-934.208)	\$ 1,026	\$ 2,757	\$ 3,783
5. Building Maintenance (101-265.00-934.442)	\$ 4,983	\$ 14,949	\$ 19,932
6. Building Maintenance (101-265.00-934.302)	\$ 326	\$ 652	\$ 978
7. Indoor Gun Range Operating Costs (101-301.00-740.302)	\$ 892	\$ 2,676	\$ 3,568
APPROPRIATION REQUIRED	\$ 0	\$ 0	\$ 0

FUND BALANCE IMPACT	\$ 0	\$ 0	\$ 0
Pricing under FY 25/26 shows the remaining costs of preventative maintenance yet to be completed, minus those already completed.			

BACKGROUND INFORMATION:

The City of Novi contracts heating, ventilation, and air conditioning (HVAC) services for the Civic Center, Police Station, Gun Range, Department of Public Works, Fire Stations 1-5, and Lakeshore Park. The scope of services under this contract includes scheduled preventative maintenance, general repairs, proposed upgrades, and seasonal start-up/shutdown. The request for proposal was posted on the Michigan Intergovernmental Trade Network (MITN). The process resulted in six vendor proposals for the service. A team of City staff reviewed the proposals and evaluated the firms' qualifications, hourly rates, staff, equipment, and references. After careful consideration, this team recommends awarding the HVAC Services contract to Lyon Mechanical Inc.

RECOMMENDED ACTION: Approval to award the heating, ventilation, and air conditioning (HVAC) services contract to Lyon Mechanical Inc. for one year with the option of two additional one-year renewals at \$54,333 annually.

CONTRACT FOR HVAC SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Lyon Mechanical, whose address is 30100 South Hill Road New Hudson, Michigan 48165, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on December 8, 2026 and end on December 9, 2027. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the

work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor: Co-Owner Carlo Serafini Lyon Mechanical
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.
- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453)

and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



Company Lyon mechanical

CITY OF NOVI

HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT

FEE PROPOSAL FORM

We, the undersigned as proposer, propose to furnish to the City of Novi, according to the terms, conditions and instructions attached hereto and made a part thereof:

SCHEDULED PREVENTIVE MAINTENANCE (INSPECTIONS)

BASE BID	FREQUENCY	COST PER INSPECTION	Times per Year	TOTAL ANNUAL COST
Civic Center	Once per quarter	\$ 2,475	3 4	\$ 9,899 ⁹⁰⁰
Police Department	Once per quarter	\$ 2,381	3 4	\$ 9,524
DPW Facility	Three per year (January/May/September)	\$ 4,983	3	\$ 14,947 ⁹
Indoor Gun Range	Three per year (January/May/September)	\$ 892	3	\$ 2,677 ⁶
Fire Station #1	Three per year (January/May/September)	\$ 1,061	3	\$ 3,183 ³
Fire Station #2	Three per year (January/May/September)	\$ 1,074	3	\$ 3,221 ²
Fire Station #3	Three per year (January/May/September)	\$ 611	3	\$ 1,834 ³
Fire Station #4	Three per year (January/May/September)	\$ 1,879	3	\$ 5,637 ⁷
Fire Station #5 EMS	Twice per year (June/October)	\$ 326	2	\$ 651 ²
Villa Barr Art Park	Twice per year (June/October)	\$ 496	2	\$ 992
Township Hall	Twice per year (June/October)	\$ 148	2	\$ 295 ⁶
ITC CSP Storage Building	Once per year (October)	\$ 323	1	\$ 323
Lakeshore Park	Three per year (January/May/September)	\$ 382	3	\$ 1,147 ⁶
TOTAL ANNUAL COST				\$ 54,378 ³³

ALTERNATES	FREQUENCY	COST PER INSPECTION	ANNUAL QTY	TOTAL ANNUAL COST
Alternate #1 – Novi Ice Arena	Once per quarter	\$ 2,423	4	\$ 9,691

REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN	HOURLY RATE
Regular Working Hours M-F 8:00 AM - 5:00 PM (DPW Working Hours M-F 7:30 AM - 4 PM)	\$ 124
Overtime Working Hours M-F after 8 hours, first 8 on Sat.)	\$ 186
Sunday Hours (12 Midnight Sat – 8 AM Mon)	\$ 198
Holidays (5 PM prior night – 8 AM following day)	\$ 248

MATERIALS MARKUP FROM CONTRACTOR'S COST (%)	5 %
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OTHER CHARGES - ALL other possible or potential charges must be clearly identified and described here, otherwise, they will not be allowed by the City (ie equipment rental, etc.)

Description	Cost
lift	\$ 350 / day
	\$
	\$
	\$
	\$
	\$
	\$
	\$

ADDITIONAL TERMS & CONDITIONS:

The City of Novi retains the right to obtain competitive pricing for component parts with a cost in excess of \$1,000.

We acknowledge the following addendums: _____
(please list numbers)

EXCEPTIONS TO SPECIFICATIONS:

COMMENTS:

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (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, being Michigan Public Act No. 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 City in this regard.

PROPOSAL SUBMITTED BY:

Company Lyon mechanical

Address 30100 South Hill Rd

City New Hudson State Mich Zip 48165

Telephone (248) 437-1046 Fax (248) 437-4020

Representative's Name (printed) Carlo Serafini

Title owner (co)

E-mail CSS@Lyonmech.com

Signature Carlo Serafini

Date _____



CITY OF NOVI

QUALIFICATIONS QUESTIONNAIRE

HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm Lyon mechanical

Address 30100 South Hill Rd

City, State Zip New Hudson MI 48165

Telephone (248) 437-1046 Fax (248) 437-4020

Mobile (734) 216-2551

Agent's Name (please print) Carlo Serafini

Agent's Title Co-owner

Email Address CSS@Lyonmech.com

Website Lyonmech.com

1. Organizational structure: Corporation, Partnership, etc. Scorp

2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No ☒ Yes ☐

When: _____

3. How many years has your organization been in business under its present name?

Since 1984

4. Under what other or former names has your organization operated? _____

none

5. How many full time employees? 12 Part time? 0

6. Telephone Numbers for Service Calls

Business Hours: (248) 437-1047

Night & Weekend Hours: (248) 437-1047

7. Provide your procedure for handling night & weekend calls. Include response times. Failure to provide this information with your proposal will result in the rejection of your proposal.

Call comes in, dispatcher takes info, calls on call technician, and within an hour tech will be on site. Most live within 30 mins of office in New Hudson.
Tech comes out, diagnose, then between inventory, we have 24/7 access to our supply houses.

8. Address of your local facility 30100 S. Hill Rd New Hudson MI 48165

9. Does your company inventory replacement parts and components for its service contracts at its local facility? yes

If not, how does the company acquire replacement parts and components?

10. Are you able to provide insurance coverage as required by this RFP? yes

11. List the scope of services (type of work) you are able to perform.

HVAC, Service, install maintenance, boilers, chillers, etc. Full service mechanical contractor firm. Also do plumbing, electrical as well. Controls, backflows etc. Commercial, Industrial & Residential Systems.

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years' experience, etc.

Carlo Serafini - 32 years HVAC exp.
15 years plus on Johnson Controls Niagara.
Also do MDOT for Michigan.

14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead.

All in house, no subcontractors

15. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

Henry Ford C/College - \$200,000 / boilers 12/31/25 Comp.
AJR - \$250,000 - plumbing / backflows comp. 12/1/25
Gordon Foods - HVAC / Plumbing - comp. 12/1/25 \$275,000

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

Call comes in, dispatched, within 1 hr response to call and onsite.
Clean, check, test, lubricate, replace filters, use meters amp draws. Etc. make reports & recommendations to prevent failures

17. References: Provide at least four (4) references comparable in scope to this RFP.
Use an additional sheet if you have more references to provide.

A. Company Name St Joseph Catholic Church
Address 830 S. Lafayette South Lyon MI 48178
Contact Name Chris meloche Phone number (906) 748-3181
Length of contract 3 year
Type of equipment covered under contract Rtus, boilers, freezers, refrigeration

B. Company Name Gordon Foods
Address 7770 Kensington Ct. Brighton MI 48116
Contact Name Bryon Smith Phone number (248) 446-8381
Length of contract 3 year / plus
Type of equipment covered under contract Rtus, boilers, plumbing, hvac, refrigeration

C. Company Name Colonial Acres
Address 25105 Palomac Ct South Lyon MI 48178
Contact Name Paul Bollinger Phone number (419) 690-9515
Length of contract 3 year
Type of equipment covered under contract hvac, plumbing, boilers, water heaters, Rtus

D. Company Name Korex
Address 50000 Pontiac Trail Wixom MI 48393
Contact Name Mike Dunn Phone number (248) 624-0000 x 293
Length of contract 3 year
Type of equipment covered under contract Rtus, make up air, hvac, water heaters, chillers

18. Provide any additional information you would like to include.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: Carlo Serafini
Representative's Name (please print) Carlo Serafini
Date 11/7/25



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

The City of Novi will receive sealed proposals for **HVAC Maintenance/Professional Services Contract** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting and voluntary walk-through will be held Wednesday, October 29, 2025, promptly at 10:00 A.M. beginning at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed proposals, with fee proposals in a separate sealed envelope, will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, November 13, 2025.** Fee proposals will not be opened at this time. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "HVAC Maintenance/Professional Services RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Manager

Notice dated: October 21, 2025

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

PROPOSAL SUBMITTALS

Provide **one (1) copy of your proposal**, unbound signed in ink. Proposal may be clipped but should not be stapled or otherwise bound. No other distribution of the proposal will be made by the Contractor. **Fee Proposals should be sealed in a separate envelope. This envelope may be included in the same package as your technical proposal.** Technical proposal consists of completed questionnaire, other documents requested, licenses/certifications, and other information about your firm that you would like to submit. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show

unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Proposals of "equal" quality and value will be considered, provided that the proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" proposal price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All proposal pricing is to be F.O.B. destination.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NOTICE TO PROPOSERS

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this

document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the RFP.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with MIOSHA "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and

(b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

HVAC MAINTENANCE/PROFESSIONAL SERVICES CONTRACT

SPECIFICATIONS

The City of Novi is seeking proposals from qualified Heating, Ventilating and Air Conditioning Contractors for Scheduled Inspection, Preventive Maintenance and Service/Repairs for City-owned facilities.

QUALIFICATIONS

Contractor must have experience with Johnson Controls **Niagara Framework** software management system.

Contractors wishing to submit a proposal shall have at least five (5) years of similar HVAC experience, and shall submit with their proposal a list of at least four (4) customer references with similar scope of service.

Contractors submitting a proposal must be licensed with the State of Michigan as Mechanical Contractors for Installation and unlimited Systems Repair; licensed with the State of Michigan for Boiler Installation and Repairs; shall be required to register their State Mechanical License with the City of Novi.

Each proposer must submit credentials listing the qualifications of the personnel that will be assigned to this contract, and must have experience with the following types of equipment and systems:

- Boilers and Boiler controls, safeties (with Rule 27 and CSD-1 expertise)
- Screw and Reciprocating chillers
- Centrifugal Chillers
- Direct Expansion Air Conditioning
- Variable and Constant Air Volume Systems
- Fan-Powered Boxes and controls
- Humidification Equipment
- Infrared Heating Equipment
- Forced-air Heating Equipment
- Pneumatic, Electric and Electronic Controls
- Direct Digital Controls
- Computer Room Air Conditioning Equipment

SCOPE OF SERVICE

Scheduled maintenance services, preventive maintenance services, repairs, and other work as requested.

SCHEDULED MAINTENANCE

A. Inspections/Preventive Maintenance

- Inspections/Adjustment and Lubrication of all HVAC Equipment.
- Verification that all operating and safety controls are operable and functioning as intended, including adjustment and cycling of controls to ensure their reliability.
- Calibration of controls (digital, pneumatic) as applicable.
- Check and inspect all belt-driven equipment; replace belts/drives as applicable to ensure reliability.
- Motor, shaft seals, bearing assemblies are to be checked and lubricated.
- Check and inspect all refrigeration circuits and charges for adequate charge and/or leaks; record temperatures and pressures for the accumulation of historical data to be used for comparison to prior; and determination of the current state of operation.
- Perform oil sampling/analysis in the 'off-season' to assist in determining the status of internal compressor parts/damage prevention.
- Filter replacement for all air-side equipment with filters (bi-annually). Filters will be provided by the City. (Filters to be removed and disposed of by vendor)
- Heating equipment, burners and burner controls are to be checked and cleaned annually; and 'tuned' for maximum firing efficiency.
- Worn belts will be replaced (as needed) with new energy efficient cogged v-belts.

Exclusions - The following items are not to be included in the inspection price: Filters, startup or shutdown.

If a repair is necessary, contractor shall notify and provide a complete repair cost estimate to the Owner and receive authorization prior to performing the repair.

The City reserves the right to obtain competitive bids/proposals on all parts or equipment in excess of \$1,000.

B. Start-up/Shutdown

Preventive maintenance will include a start-up/shutdown in the spring & fall on all units in each building. Facility Operations Manager or his designated representative

will determine the dates for this work. This will be billed on a time and materials basis.

REPAIRS / SERVICE CALLS

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience. Contractor will provide telephone numbers for service calls during business hours and after hours.

Service calls reported to the Contractor (by telephone or otherwise), shall be performed within two (2) hours of receipt of notification. In the event service is not provided within this period, the City of Novi reserves the right to call in a service organization of their choice. Contractor will be responsible for any additional labor charges as a result of their failure to respond within the required 2-hour call in time.

Due to the critical nature of off-hour calls, the Contractor must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.

ESTIMATES

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates. *Estimates must be written. Verbal estimates will not be accepted.*

The Facility Operations Manager or his representative will authorize all non-emergency work. The contractor will provide a written "not-to-exceed" estimate on all non-emergency work. The City will not bear any costs for work to develop estimates.

The estimate must include the estimated number of hours, contracted hourly rate, number & type of technicians required, estimated material cost and completion date.

The amount invoiced will represent the actual hours worked and actual materials charges. Therefore, the invoiced amount will rarely, if ever, be the same amount as the estimate.

Work will only be performed with the City's authorization. Actual work will not exceed the estimate. Unreasonable estimates will be deemed cause to terminate this contract.

REPORTING

Contractor must provide 48 hour notice to the City prior to performing scheduled preventive maintenance. Failure to contact the City's representative may result in the unavailability of access to City properties.

The Contractor shall report to the City's representative when on the job. A service report (signed by the City's representative) shall be left with the City's representative detailing the work performed. A service report shall generally include: building location, type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, number of technicians required, hourly rate and summary of work done.

WARRANTY

The successful proposer will provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

CORRECTION OF WORK

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

INVOICING/BILLING PROCEDURE

Invoices for services must include the following:

- Purchase order is required for all projects over \$5,000
- Service report number
- Date of service
- Location – building, department
- Description of services performed
 - Inspection
 - Maintenance
 - Repair
 - Any combination of the above, with hours broken down by category
- Number of technicians utilized for each job
- Labor cost will be broken down to show the actual number of hours worked times the contracted hourly rate.
- Materials cost will be broken down to show contractors cost plus the contracted percentage markup.
- **A copy of an invoice showing contractor's cost for parts must be sent with the City's invoice.**

The City will not pay for travel time, trip charges, or fuel surcharges. Contractor will bill for actual hours on the job site only.

There will be no charge for the contractor to come to a City site to evaluate a job or for written cost estimates.

Invoices may be submitted only for work actually performed and after work is complete. No pre-payments, deposits, or partial payments will be authorized.

Payment will be made after work is approved by the Facilities Manager.

Invoices shall be mailed to the City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, or emailed to: invoices@cityofnovi.org. This email is to be used for invoices & statements only, not for sales or promotion emails. We are unable to

respond from this email address. The Finance Department phone number is (248) 347-0465.

Failure to submit invoices to the address above may result in delay of payment.

WORK HOURS AND HOLIDAYS

- a) All planned service under this agreement will be performed during the City's normal work hours, defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. (DPS 7:30 a.m. – 4:00 p.m.)
- b) Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays or on holidays unless specifically authorized or directed by the Facility Operations Manager or his representative.
- c) Hourly payment to contractor for hours worked other than 8:00 a.m. to 5 pm, Monday through Friday (DPS 7:30 am – 4 pm) will begin when crew is assembled and equipment is at job site. Hourly payment ends when job is completed at site.
- d) Presently there are thirteen (14) recognized holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Juneteenth
 - 7. Fourth of July
 - 8. Labor Day
 - 9. Veteran's Day
 - 10. Thanksgiving Day
 - 11. Day after Thanksgiving
 - 12. Christmas Eve
 - 13. Christmas Day
 - 14. New Year's Eve

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the Facility Operations Manager or his representative. The Contractor may be required perform the repair, replacement or maintenance work outside of normal business hours.

INSURANCE REQUIREMENT

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period. It is the Contractor's responsibility to make sure the City has a current certificate of insurance on file for the duration of the contract.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

CLEANUP

Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

DAMAGES

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

SELECTION CRITERIA

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. Experience/Qualifications:

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer, including names and qualifications of personnel to be assigned to the City account.

2. Capacity:

The Proposer should clearly identify its capability to perform the work as outlined in the specifications. The Proposer should clearly identify all disciplines available within the company and those areas that would be subcontracted. The Proposer should include their areas of expertise, including their familiarity with computerized and electronic control systems. Proposers should clearly identify all available resources within the company and those that are proposed be subcontracted to others.

3. Comparable Work/References:

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. Methodology:

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. Cost



CITY OF NOVI
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**
LOCATIONS & EQUIPMENT LIST

1. CIVIC CENTER

45175 Ten Mile Rd.
Novi, MI 48375

Equipment

- 4 - Trane AHUs (2 VAV; 2 Constant Volume)
- 1 - Trane screw Chiller
- 2 - Futera HW Boiler
- 1 - Honeywell Air Compressor/dryer (dual)
- 4 - Greenheck Return Air Fans (for AHUs 1-4)
- 5 - Greenheck Exhaust Fans
- 2 - Split A/C systems on roof and in computer room
- 1 - Split A/C systems on roof and in copy room
- 2 - Split A/C systems on roof and in Council Chambers media room
- 1 - Split A/C- Heating systems on roof and in Studio room
- 8 - Trane Unit heaters
- 3 - Domestic HW Heaters
- 5 - Taco Pumps (CHW, HW and Domestic)
- 4 - Trane Unit Ventilators
- 27 - FP Boxes with reheat Coils/filters

Plus other VAV boxes, controls and appurtenances.

2. POLICE DEPARTMENT

45125 Ten Mile Rd.
Novi, MI 48375

Equipment

- 1 - Carrier Chiller
- 2 - Bryan Boilers
- 2 - Trane AHUs
- 4 - B&G Pumps (HW and CHW)
- 1 - Devilbiss Air Compressor/dryer (not currently in service)
- 2 - Carrier AHUs
- 1 - Carrier Condensing Unit
- 2 - Split A/C systems on roof and in computer room
- 1 - Carrier Packaged RTU
- 2 - Roberts-Grodon Infrared Tube heaters
- 1 - Lochinvar Hot Water Heater 119 gal

Plus exhaust fans, VAV boxes, controls and appurtenances

Additional Notes:

- The Trane Air Handlers have new fans, motors and frequency drives.
- Two existing return fans are new.
- One boiler has a new burner assembly.
- All roof mounted exhaust fans are new.
- Temperature controls are new.

3. DPW FACILITY

26300 Lee BeGole Dr.

Novi, MI 48375

DPW was renovated in 2019. The maintenance contract will not include DPW for the first year, but will include it during the two renewal options (year 2 & 3).

Equipment

2 - Temprite Make-up Air Units
3 - AAON packaged H/C RTU
1 - Sterling Make-up Air Unit
2 - Carrier packaged H/C RTU
3 - 10 Ton Packaged RTU
1 - Split A/C systems on roof and in Parks Maintenance Office
10 - Sterling Gas Unit heaters
22 - Reverber-Ray Infrared heaters
2 - Reznor Unit heaters
20 - Exhaust Fans
Plus programmable controls, clocks and other appurtenances

4. INDOOR GUN RANGE

26350 Lee BeGole Drive

Novi, MI 48375

Equipment

1 - Bryant H/C RTU
1 - Bryant Condensing Unit
1 - Floaire MUA
1 - 7.5 Ton Packaged RTU

5. FIRE STATION #1

42975 Grand River Ave

Novi, 48375

Equipment

1 - Trane Packaged H/C RTU
1 - Bryant Condensing Unit
2 - Carrier Furnaces with DX coil
2 - Carrier Condensing Units

3 - Reznor Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, controls and appurtenances

6. FIRE STATION #2

1919 Paramount
Novi, MI 48377

Equipment

2 - Aaon Package RTU (1 gas/1 electric)
2 - Gordon Roberts Infrared Tube Heaters
1 - Plymo-vent
Plus miscellaneous exhaust fans, air compressor, electric cabinet unit heaters, controls and appurtenances

7. FIRE STATION #3

42785 Nine Mile Rd.
Novi, 48375

Equipment

1 - Bryant RTU
4 - Reverber-Ray Infrared Tube Heaters
1 - Plymo-vent

Plus miscellaneous exhaust fans, controls and appurtenances

8. FIRE STATION #4

49375 Ten Mile Rd. (at Wixom Rd.)
Novi, MI 48374

Equipment

4 - Carrier H/C packaged RTUs
8 - Gordon-Roberts Infrared Tube heaters
8 - Greenheck Exhaust Fans
2 - Plymo-vents
3 - Electric suspended units Task Master
Plus miscellaneous controls and appurtenances

9. FIRE STATION #5 EMS

25804 Beck Road
Novi, MI 48375

Equipment

1 - Carrier 60k BTU 95% 2-Stage Furnace
2 - Ceiling Heaters
1 - Carrier 2-Ton A/C

10. VILLA BARR ART PARK

22600 Napier Road
Novi, MI 48374

Equipment

1- Carrier RTU cooling only
11- Electric baseboard heaters

11. TOWNSHIP HALL

45325 W Ten Mile Rd.
Novi, MI 48375

Equipment

1- Bryant Residential split unit

12. ITC COMMUNITY SPORTS PARK STORAGE BUILDING

51000 Eight Mile Rd,
Novi, MI 48167

Equipment

4- Electric Hanging Unit Heaters

13. LAKESHORE PARK MAIN BUILDING

601 South Lake Dr
Novi, MI 48377

Equipment

1 – Carrier RTU
1 – Carrier Split A/C system in IT closet
3 – Electric Heaters in outdoor restrooms

ALTERNATE #1

NOVI ICE ARENA

42400 Nick Lidstrom Drive
Novi, MI 48375

Equipment

Trane Tracer Summit Computer Monitor System
Munters DryCool IceAire AM30 Dehumidification System
2 - Trane Modular Climate Changer Air Handling
4 - ANSI Z21.16 Gas Fired Duct Furnaces **
1 - Make-up Air Furnace **
2 - Teledyne Laars HWH Boilers for Ambient air Heating
Trane AC Chiller – Model # CGAM 080F 2C02 AXD2
4-Baldor Circulation Pumps
 o 2 are dedicated to the heating loop
 o 2 are dedicated to the cooling loop
Plus miscellaneous controls and appurtenances



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits,

the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR HVAC SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the

SAMPLE AGREEMENT

work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

SAMPLE AGREEMENT

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.
- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453)

SAMPLE AGREEMENT

and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:



Company _____

CITY OF NOVI

HVAC MAINTENANCE / PROFESSIONAL SERVICES CONTRACT

FEE PROPOSAL FORM

We, the undersigned as proposer, propose to furnish to the City of Novi, according to the terms, conditions and instructions attached hereto and made a part thereof:

SCHEDULED PREVENTIVE MAINTENANCE (INSPECTIONS)

BASE BID	FREQUENCY	COST PER INSPECTION	Times per Year	TOTAL ANNUAL COST
Civic Center	Once per quarter	\$	3	\$
Police Department	Once per quarter	\$	3	\$
DPW Facility	Three per year (January/May/September)	\$	3	\$
Indoor Gun Range	Three per year (January/May/September)	\$	3	\$
Fire Station #1	Three per year (January/May/September)	\$	3	\$
Fire Station #2	Three per year (January/May/September)	\$	3	\$
Fire Station #3	Three per year (January/May/September)	\$	3	\$
Fire Station #4	Three per year (January/May/September)	\$	3	\$
Fire Station #5 EMS	Twice per year (June/October)	\$	2	\$
Villa Barr Art Park	Twice per year (June/October)	\$	2	\$
Township Hall	Twice per year (June/October)	\$	2	\$
ITC CSP Storage Building	Once per year (October)	\$	1	\$
Lakeshore Park	Three per year (January/May/September)	\$	3	\$
TOTAL ANNUAL COST				\$

ALTERNATES	FREQUENCY	COST PER INSPECTION	ANNUAL QTY	TOTAL ANNUAL COST
Alternate #1 – Novi Ice Arena	Once per quarter	\$	4	\$

REPAIRS/SERVICE CALLS/STARTUP/SHUTDOWN	HOURLY RATE
Regular Working Hours M-F 8:00 AM - 5:00 PM (DPW Working Hours M-F 7:30 AM - 4 PM)	\$
Overtime Working Hours M-F after 8 hours, first 8 on Sat.)	\$
Sunday Hours (12 Midnight Sat – 8 AM Mon)	\$
Holidays (5 PM prior night – 8 AM following day)	\$

MATERIALS MARKUP FROM CONTRACTOR'S COST (%)	%
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OTHER CHARGES - ALL other possible or potential charges must be clearly identified and described here, otherwise, they will not be allowed by the City (ie equipment rental, etc.)

Description	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

ADDITIONAL TERMS & CONDITIONS:

The City of Novi retains the right to obtain competitive pricing for component parts with a cost in excess of \$1,000.

We acknowledge the following addendums: _____
(please list numbers)

EXCEPTIONS TO SPECIFICATIONS:

COMMENTS:

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (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, being Michigan Public Act No. 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 City in this regard.

PROPOSAL SUBMITTED BY:

Company _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name (printed) _____

Title _____

E-mail _____

Signature _____

Date _____



CITY OF NOVI
QUALIFICATIONS QUESTIONNAIRE
**HVAC MAINTENANCE/
PROFESSIONAL SERVICES CONTRACT**

The contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Firm _____

Address _____

City, State Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please print) _____

Agent's Title _____

Email Address _____

Website _____

1. Organizational structure: Corporation, Partnership, etc. _____

2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____
When: _____

3. How many years has your organization been in business under its present name?

4. Under what other or former names has your organization operated? _____

5. How many full time employees? _____ Part time? _____

6. Telephone Numbers for Service Calls

Business Hours: _____

Night & Weekend Hours : _____

7. Provide your procedure for handling night & weekend calls. Include response times. Failure to provide this information with your proposal will result in the rejection of your proposal.

8. Address of your local facility _____

9. Does your company inventory replacement parts and components for its service contracts at its local facility? _____

If not, how does the company acquire replacement parts and components?

10. Are you able to provide insurance coverage as required by this RFP? _____

11. List the scope of services (type of work) you are able to perform.

12. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

13. Provide information about your experience with Johnson Controls Niagara Framework software management system. Provide name of person assigned to our account with this experience, how many years' experience, etc.

14. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide examples of subcontractors including company name, hourly rates and additional costs including any administrative overhead.

15. Provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion, value of contract.

16. What is your company's approach (methodology) to maintaining operating efficiency of HVAC equipment under your control?

17. References: Provide at least four (4) references comparable in scope to this RFP.
Use an additional sheet if you have more references to provide.

A. Company Name _____

Address _____

Contact Name _____ Phone number _____

Length of contract _____

Type of equipment covered under contract _____

B. Company Name _____

Address _____

Contact Name _____ Phone number _____

Length of contract _____

Type of equipment covered under contract _____

C. Company Name _____

Address _____

Contact Name _____ Phone number _____

Length of contract _____

Type of equipment covered under contract _____

D. Company Name _____
Address _____
Contact Name _____ Phone number _____
Length of contract _____
Type of equipment covered under contract _____

18. Provide any additional information you would like to include.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Representative's Name (please print) _____

Date _____