



**REQUEST FOR PROPOSALS  
CHARTER TOWNSHIP OF WEST BLOOMFIELD  
FIRE STATION 3 CONSTRUCTION PROJECT  
COMMISSIONING CONSULTANT SERVICES**

**BID NUMBER:**

**DEADLINE: Friday October 5, 2018 @ 2 pm EST**

The Charter Township of West Bloomfield is soliciting proposals from qualified commissioning consultants for Building Commissioning Services for the Fire Station No. 3 Project. Sealed proposals must be submitted in accordance with this invitation to the Township Clerk's Department, on or before the bid closing time of **Friday, October 5, 2018, @ 2 PM EST**, at which time they will be publicly opened and thereafter be subject to disclosure under the Freedom of Information Act. **One (1) original and three (3) copies of a proposal must be submitted.**

Proposal packages can be obtained FROM THE Purchasing Agent, Catherine Ellerson, at Township Hall Offices during normal working hours 8:00 am – 4:30 pm or through the Michigan Intergovernmental Trade Network (MITN) [www.MITN.info](http://www.MITN.info).

**WEST BLOOMFIELD TOWNSHIP RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

**Preparation of Proposals**

1. Bidders are expected to examine the Specifications (Scope of Work) and all instructions. Failure to do so will be at the bidder's risk.
  2. Each Bidder shall furnish all the information required. Erasures or other changes must be initialed by the person signing the proposal form. Partial proposal packages may be rejected.
  3. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or conditions within the RFP, he or she is advised to contact Catherine Ellerson, Purchasing Agent at [cellerson@wbtownship.org](mailto:cellerson@wbtownship.org) for clarification. In the event it becomes necessary to revise any part of the RFP, an Addendum will be posted on the MITN web site.
  4. Care shall be taken to be thoroughly acquainted with the sites for the proposal to fully understand the facilities, difficulties and restrictions attending to the execution of the proposal. Additional compensation will not be allowed for a failure to be so informed.
  5. Miscellaneous items of work and materials necessary to complete this project shall be provided and included in the proposal whether or not mentioned in the specifications.
  6. Proposals must disclose the name and form under which the bidder does business including the names and addresses.
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7. The submission of multiple proposals by any bidders, under the same or different names, and collusion among or between bidders, is prohibited, and if determined by the Township to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.
8. Bidders are responsible for all costs incurred in preparing and submitting a proposal.
9. Proposals must be signed by someone with authority to act on behalf of and bind the bidder.

### **Submission of the Proposal**

1. All proposals must be submitted in a sealed envelope, and must include the following information on the face of the envelope: bidder's name and address, bid number, and item description. Failure to do so may result in the premature opening of or failure to open such a proposal. **Send proposals to the attention of Catherine Ellerson, Purchasing Agent Charter Township of West Bloomfield, 4550 Walnut Lake Road, West Bloomfield, MI 48323.**

*Do not send to our Post Office box – due to the timing of our mail pickup, your proposal may not be received in time for the proposal opening.*

**DO NOT PUT YOUR PROPOSALS IN THE TOWN HALL DROP BOX.**

**NO LATE PROPOSALS WILL BE ACCEPTED.**

2. Bidders are responsible for submitting proposals before the stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected. Fax or emailed proposals will not be accepted.
  3. Any proposal may be withdrawn by giving written notice to the Purchasing Agent before the stated closing time. From that time, no proposal may be withdrawn or canceled for a period of 60 days, except the successful bidder whose proposal prices will remain for the entire contract period.
  4. The bidder may change or modify his/her proposal up to the established closing time. Any modification must be presented in writing, and submitted in accordance with the above format, and clearly marked "**Proposal Modification.**"
  5. Proposals must be submitted on the forms supplied (Proposal Response Form, Bidder Information Sheet, Conflict of Interest Disclosure Statement and Iran Economics Sanctions Act, Insurance). Additional information may be attached as an addendum. **Submit one (1) original and three (3) copies of your bid.**
  6. Submit with your proposal a list of five (5) previously completed projects similar in nature to the Construction of Fire Station No. 3; a reference from each similar project listed and include the name of a contact person and phone number.
  7. Submit with your proposal the resume for each proposed staff member that will be assigned to the project
  8. Submit a list of any subcontractors that will be used to perform the work.
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9. The submission of a proposal shall constitute the bidder's representation to the Township, and agreement that the bidder has not, does not, and if awarded the contract, will not unlawfully discriminate or allow unlawful discrimination against any persons.
10. The submission of a proposal constitutes agreement by the Consultant to the terms and conditions of the Contract that is attached to and part of this Request for Proposals, and to sign the Contract within ten (10) days of being notified of the Township's acceptance of the Consultant's proposal, which shall be conditioned on such timely signing and submission of all required attachments.
11. The submission of a proposal constitutes Consultant's representation that it can, and agreement that it will, secure and maintain the insurance specified in the Attachment A Insurance Requirements as conditions and during the term of the Contract which shall be documented by submission of Insurance Certificates with the proposal.
12. Iran Linked Business. In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all vendors must certify that they are not an "Iran Linked Business" in order to submit a proposal. The act prohibits individuals who have economic relations with Iran from submitting proposals on RFP's with the state or any other public entities. The act also includes penalty provisions for submittal of false certifications. See attached form.
13. Indemnification and Hold Harmless. The Consultant shall, at its own expense, protect, defend, indemnify and hold harmless the Charter Township of West Bloomfield, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of West Bloomfield, against any and all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Consultant's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to West Bloomfield Township or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

### **Proposal Review, Evaluation, Contract Award Criteria, Reservations and Conditions**

1. The Township reserves the right to request additional information from one or more bidders during the proposal evaluation process. Any additional information must be supplied within five (5) days after receipt of written notice.
  2. Any errors, omissions, or discrepancies in the specifications discovered by a prospective bidder must be brought to the attention of Catherine Ellerson, Purchasing Agent, as soon as possible after discovery. Further, the Consultant will not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.
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3. The Township reserves the right to reject any and all proposals, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Consultants, issue post-bid addenda for inclusion in the contract, waive or modify one or more Proposals, modify the Scope of Work, waive or modify proposed contract provisions, request supplemental proposals, and/or accept a proposal from and award a contract to a qualified Consultant based on what the Township Board determines to be in the best interest of the Township considering all factors.
4. Any acceptance of a proposal shall not be binding on the Township and may be withdrawn for ten (10) days after the date of the acceptance and until the Consultant has submitted the signed Contract, proof of insurance, and satisfied all other acceptance conditions. During the period of time that Township acceptance may be withdrawn, the Township reserves the right to continue to review, evaluate, and investigate all proposals and Consultants, and for any reason approved by the Township Board, may withdraw the acceptance of a proposal.
5. The Township reserves the right to conditionally or subsequently accept a proposal from and award a contract to the next most qualified Consultant if the successful Consultant does not execute the Contract, provide the insurance and satisfy any other conditions of proposal acceptance established by the Township Board within the time required.
6. The evaluation and award of this proposal will be based on a combination of factors including, but not limited to the proposal prices, past performance, ability to meet service requirements, manpower and equipment available to perform this service, compliance with specifications, and any other factors considered to be in the Township's best interest.

**ATTACHMENTS TO THIS REQUEST FOR PROPOSALS INCLUDE:**

1. SCOPE OF SERVICES document (5 pages).
  2. EXHIBIT 1: COMMISSIONING FIRM EXPERIENCE (2 pages)
  3. EXHIBIT 2: COMMISSIONING TASK EXPERIENCE FOR SIMILAR PROJECTS (1 page)
  4. EXHIBIT 3: BUDGET TABLE (1 Page)
  5. BIDDER INFORMATION SHEET
  6. IRAN LINKED BUSINESS CERTIFICATION (1 page)
  7. CONTRACT to be signed (3 pages not including attachments)
  8. INSURANCE REQUIREMENTS (1 page)
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# 1. SCOPE OF SERVICES

## Project Details

The Charter Township of West Bloomfield (hereafter referred to as "Owner") has engaged Plante Moran CRESA (hereafter referred to as "PMC") to provide Owner's Representation Services for Fire Station No. 3. The Owner requests written proposals to secure Commissioning Provider (CP) services for Fire Station No. 3 facility in West Bloomfield Township. The Owner is committed to commissioning this facility to ensure that all systems are well designed, complete and functioning properly upon occupancy, and that the Owner's staff has adequate system documentation and training.

The Owner is seeking the services of a qualified commissioning provider/firm for a new construction project. The project currently is an 11,440 Gross SF, 1 story (with mezzanine), Type II-B building in West Bloomfield Township, MI. The facility is expected to be comprised of living quarters, mezzanine and apparatus bays. The current phase of the project is: Construction.

The construction is anticipated to be complete by Spring/Summer of 2019 and to be coordinated with General Contractor.

**Project documents are available by request to [Brian.Weber@PlanteMoran.com](mailto:Brian.Weber@PlanteMoran.com)**

## Objectives

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner, occupants, and operators. To reach this goal, it is necessary for the commissioning process to establish and document the owner's criteria for system function, performance, and maintainability (Design Intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, should be provided to the building operators to ensure the building continues to operate as intended.

The CP should be involved throughout the project in its current status through the warranty phase.<sup>1</sup> During construction, the CP develops and coordinates the execution of a testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the owner's Design Intent (DI) requirements and the contract documents. The CP is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem-solving or resolving non-conformance issues or deficiencies.

## Scope of Work

The CP shall be responsible for carrying out the following tasks. The bidder is free to suggest changes and improvements to the following task list. For this proposal, it is assumed by the owner that all of these tasks will be completed, unless any proposed changes to the following task list are clearly highlighted and noted in the respondent's proposal.

## Construction Phase

1. Perform the tasks and functions in the specifications assigned to the "CxA" dated August 8, 2018.
2. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.

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<sup>1</sup> Note: The term "Commissioning Provider" is sometimes referred to as the "Commissioning Authority".

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3. Coordinate the commissioning work with the General Contractor and sub-Contractors, to ensure that commissioning activities are being incorporated into the master schedule.
  4. Revise, as necessary, the construction phase commissioning plan, including scope and schedule.
  5. Plan and conduct commissioning meetings as needed and distribute minutes.
  6. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
  7. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
  8. Review requests for information for impact on commissioning and owner's objectives.
  9. Write and distribute construction checklists for commissioned equipment.
  10. Perform site visits, as necessary, to observe component and system installations. Assist in resolving any discrepancies.
  11. Perform the following pre-functional tasks:
    - a. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
    - b. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
    - c. Document systems startup by reviewing start-up reports and by selected site observation.
    - d. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
  12. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional testing, energy management control system trending and may include stand-alone datalogger monitoring.
  13. Coordinate, witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing.
    - a. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone dataloggers, to provide a high level of confidence in proper system function, as deemed appropriate by the commissioning provider and the Owner.
  14. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the Owner's Representative. Provide directly to the Owner's Representative written progress reports and test results with recommended actions.
  15. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
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16. Oversee and review the training of the Owner's operating personnel.
  - a. Oversee the videotaping of this training.
  - b. Review the creation of a station "owner's manual" that is to be kept in the station.
  - c. Review the preparation of the O&M manuals for commissioned equipment.
17. Compile a Commissioning Record, which shall include:
  - a. A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
    - i. Equipment meeting the equipment specifications
    - ii. Equipment installation
    - iii. Functional performance and efficiency
    - iv. Equipment documentation
    - v. Operator training
  - b. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
  - c. Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
18. Compile a Systems Manual that consists of the following: Owner's Project Requirements (by owner); Design Narrative and Basis of Design (by designer); Performance Metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all setpoints and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them (all by commissioning provider).

## **Warranty Period**

1. Coordinate and supervise required opposite season or deferred functional testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
  2. Return to the site at 22 months into the 24 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.
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## **Systems to Be Commissioned**

1. Central building automation system
2. All equipment of the heating, ventilating and air conditioning systems including, but not limited to, radiant floor/snow melt, energy recovery, vehicle exhaust system, and CO detection system.
3. Lighting controls
4. Emergency power generators and automatic transfer switching and UPS.

## **Desired Qualifications**

It is the Owner's desire for the person(s) designated as the site Commissioning Providers to satisfy as many of the following requirements as possible:

Acted as the principal Commissioning Provider for at least three (3) projects over 10,000sf.

Extensive experience in the operation and troubleshooting of HVAC systems, energy management control systems.

Extensive field experience is required. A minimum of five (5) full years in this type of work is required.

Knowledgeable in building operation and maintenance and O&M training.

Knowledgeable in test and balance of both air and water systems.

Experienced in energy-efficient equipment design and control strategy optimization.

Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone datalogging equipment.

Excellent verbal and written communication skills. Highly organized and able to work with both management and trade contractors.

Experienced in writing commissioning specifications.

A bachelor's degree in mechanical or electrical engineering is strongly preferred, and P.E. certification is desired, however, other technical training, past commissioning, and field experience will be considered.

Membership with the Building Commissioning Association will be considered a plus.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the designated Commissioning Provider who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The Commissioning Provider must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the Commissioning Provider or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this RFP/RFQ.

## **Proposal**

Proposals need not be voluminous, but shall provide sufficient information to allow the Owner to evaluate the Consultant's approach, experience, staff and availability.

The bidder shall:

1. Limit their proposal to 15 single-sided pages, including graphics. A letter of introduction, section dividers, detailed resumes and the sample work products of item five below are not included in this limit.
  2. Have the proposal signed by an officer of the proposing firm with the authority to commit the firm.
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3. Fill out the attached Commissioning Firm Experience form and the Commissioning Task Listing form (Exhibits 2 and 3) for each firm on the team. List no more than four projects in Exhibit 3.
4. Provide an organization chart for managing and executing this contract.
5. List the individual(s) who will serve as the lead Commissioning Provider for the design phase and for the construction phase of the contract (they may be different people).
6. Provide resumes for key staff and sub-consultants. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, sustainable design, etc.).
7. Briefly describe “relevant” experience (project phasing, life cycle costing, testing, adjusting and balancing, building simulation, sustainable design, fume hoods, envelope, IAQ, solar, clean rooms, campus projects, etc.) of the bidder’s team in the following areas. List involvement of key team members.
  - a) projects similar to this one;
  - b) O&M experience;
  - c) energy-efficient equipment design and control strategy optimization;
  - d) project and construction management; and
  - e) system design (specify)
  - f) troubleshooting
8. Describe your proposed approach to managing the project expertly and efficiently, including distribution of tasks, travel, and duration of which staff will be on site during what periods of time, etc. Describe what approach you will take to integrate the commissioning into the normal design and construction process in order to minimize potential time delays. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships. Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.
9. As an attachment, provide the following work products that members of the bidder’s team developed. List the team member who actually wrote the document and the projects on which they were used. Work from the designated Commissioning Provider is preferred.
  - a) Commissioning plan that was executed (the process part of the plan);
  - b) Commissioning specifications; and
  - c) An actual functional test procedure form that was executed.
10. Provide a fixed, lump sum total cost to accomplish the work for the following phases: construction and warranty. All task amounts include associated meetings, progress reports and direct costs (travel, mileage, per diem, communications, etc.). Use the budget table shown in Exhibit 3 (or a suitable equivalent) to provide a cost breakdown. **Also provide an hourly rate for each team member for work that may exceed the scope. For each phase, provide the percentage level of effort for each primary team member.**
11. Provide a statement of bidder’s general and professional liability insurance coverage (type, and dollar amount of coverage). Proof of this insurance will be required prior to the award of this contract to the winning proposal.

## **Change in Personnel**

If the commissioning firm’s personnel or sub-consultants change for this project, the Owner must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

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## Exhibit 1: Commissioning Firm Experience

FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

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Company Name	Contact Person	Title
Address	City	State/Prov
Code		Zip/Postal
Telephone	Fax	E-Mail

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### Description of Business

### Commissioning Activities

Percentage of overall business devoted to commissioning services \_\_\_\_\_%

How long has the firm offered commissioning services \_\_\_\_\_years

Average number of commissioning projects performed each year: \_\_\_\_\_projects

### Systems or technologies for which firm has provided commissioning services (check all that apply)

Package or split HVAC	Electrical, Emergency Power
Chiller system	Envelope
Boiler system	Fire/Life Safety
Energy Management Systems	Plumbing
Variable Frequency Drives	Commercial refrigeration
Lighting Controls	Telecommunications
Electrical, general	Thermal Energy Storage
	Vehicle Exhaust Systems
	Other: _____

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Number of staff who manage/perform commissioning work: \_\_\_\_\_

The firm has provided commissioning services in the following: (check all that apply)

<b><u>Building Sector</u></b>	<b>New Construction</b>	<b>Major Renovation</b>	<b>Existing Building Tune-up</b>	<b>Equipment Replacement</b>
Office/Retail				
Municipality				
Fire Station				
Schools or Universities				
Industrial / Manufacturing				
Other: _____				

**Exhibit 2: Commissioning Task Experience For Similar Projects**

FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

<p><b>Project</b> (Name, Date, Bldg Size, Type, new or existing)</p>			
<p><b>Owner Contact</b> (Title, City, State, and Phone)</p>			
<p><b>Name &amp; Role of Persons(s) Assigned to Project by Firm</b> (identify any sub-consultants)</p>			
<p><b>Systems Commissioned</b> (Identify if tested by sub-consultants)</p>			

(Enter "X" if by own firm, "S" if by sub-consultant)

<b>Commissioning Tasks Performed</b>	Reviewed design and provided comment during design phase		
	Wrote the commissioning plan		
	Wrote commissioning specs for construction team		
	Wrote functional test procedures		
	Witnessed and documented functional tests		
	Performed functional tests (hands-on)		
	Used data loggers or EMS trend logs for testing		
	Developed or approved staff training		
	Reviewed completed O&M manuals		
<b>Management</b>	Commissioning provider was part of the firm		
	Supervised a sub-consultant commissioning provider to our firm.		
	Worked with a commissioning provider hired by others		

**Exhibit 3: Fee Table**

	<b>Task</b>	<b>Lump Sum Fee (\$)</b>
	<b>Construction Phase</b>	
1	Commissioning Scope of Work	\$
2	Reimbursables	\$
3	Other: _____	\$
	<b>Subtotal</b>	<b>\$</b>
	<b>Warranty Period</b>	
4	Seasonal Functional Testing	\$
5	Near-Warranty End Review	\$
	<b>Subtotal</b>	<b>\$</b>
	<b>Total</b>	<b>\$</b>

### 3. BIDDER INFORMATION SHEET

The signatory below is authorized to submit this proposal and declares that he/she have informed themselves fully in regard to the conditions to be met in the performance of the work, and having read and examined all the specifications pertaining to the work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision and all else necessary, for the satisfactory and complete performance of the work for the Charter Township of West Bloomfield.

The bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

The bidder affirms that this proposal has not been prepared in collusion with any other bidder and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor and the bidder has full authority to execute any resulting contract awarded as result of, or on the basis of the proposal.

#### Conflict of Interest Disclosure Statement

By submission of this proposal the Bidder agrees that at the time of submittal: (1) Bidder has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, and that (2) Bidder had no notice or knowledge of any "Conflict of Interest" that would be created by an award of a contract to Bidder. A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Charter Township of West Bloomfield. Bidders shall identify any interest, and the individuals involved, on separate paper with the response and shall understand that the Township, at its discretion may reject their proposal.

**Company/Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Firm Established:** \_\_\_\_\_

**Years in Business:** \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_

**State of Organization:** \_\_\_\_\_

**Representative's Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

#### 4. IRAN LINKED BUSINESS CERTIFICATION

VENDOR CERTIFICATION  
THAT IT IS NOT AN  
“IRAN LINKED BUSINESS”

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with an prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

VENDOR	
Legal Name	
Street Address	
City	
State and Zip	
Corporate ID # / State	
Taxpayer ID #	

(please complete in its entirety)

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to West Bloomfield Township.

Signature of Vendor's  
Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's  
Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

## 5. CONTRACT

This Contract shall be effective as of the date of the last signature and is between the **Charter Township of West Bloomfield** (Township) whose address is 4550 Walnut Lake Road, P.O. Box 250130, West Bloomfield, Michigan 48325-0130, and \_\_\_\_\_.

Project. This Contract is for a project referred to as **Commissioning Consultant Fire Station No. 3**.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Consultant shall perform the work described on and in the Scope of Services that is Attachment B to and part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Contract.

Time of Work. Consultant shall diligently prosecute and complete the work to substantial completion within \_\_ days of commencement and final completion within \_\_ days of commencement.

Contract Price and Payment. The Contract Price of \$ \_\_\_\_\_.00 shall be paid by the Township to the Consultant after the timely and satisfactory completion of the work and within 30 days of the Township receiving Consultant's Invoice. Consultant's invoice shall be submitted to the Township's Purchasing Agent and Fire Chief.

Insurance. This Contract is conditioned on the Insurance Requirements in Attachment A that is part of this Contract, being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverage's to be maintained for the life of this Contract and the Township entitled to 30 days written notice of any cancellations or changes.

Liability. Consultant shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Consultant agrees to defend, pay on behalf of, and hold harmless the Township, its agents and others working on the Township's behalf 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 Township by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

Independent Contractor. Consultant is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Consultant shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Consultant.

Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body, and specifically including all such laws, rules and regulations required by any grant funding for this Project.. Consultant represents that it is in compliance with all such laws and eligible and qualified to



enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment and Subcontracts. Consultant shall not assign this Contract or any part thereof, and shall not subcontract performance of work to a subcontractor that was not disclosed in Consultant's proposal, without the prior written consent of the Township.

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:

Township: Chief Gregory Flynn, Fire Chief and  
Catherine Ellerson, Purchasing Agent  
4550 Walnut Lake Road, P.O. Box 250130,  
West Bloomfield, Michigan 48325-0130

Consultant:

Changes, Waivers and Binding Agreement. Any changes in the provisions of this Contract must be in writing and signed by the Township and Consultant. 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. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

WITNESS

CHARTER TOWNSHIP OF WEST BLOOMFIELD

\_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Steven Kaplan  
Its: Supervisor

\_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deborah Binder  
Its: Clerk

CONSULTANT

\_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Print name:  
Its:

## **CONTRACT DOCUMENTS/ATTACHMENTS**

The following documents are attached to and part of this Contract.

- A. Insurance Requirements and Certificate of Liability Insurance (2 pages)
- B. Scope of Services (5 pages)
- C. Exhibit 3: Budget Table (1 Page)
- D. Bidder Information (1 page)
- E. Iran Linked Business Certification (1 page)
- F. Request for Proposals (\_\_ pages)
- G. Post –Bid Addenda as attached

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## ATTACHMENT A - INSURANCE REQUIREMENTS

The Consultant, or their subcontractors, shall not commence work under this agreement until they have obtained the insurance required below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers with an AM Best rating of A or higher, and acceptable to the Charter Township of West Bloomfield.

**Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.

**Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Owners' and Contractor Protective Liability.** The Consultant shall procure and maintain during the life of this Contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The Owner shall be "Named Insured" on said coverage.

**Additional Insured:** Commercial General Liability, Motor Vehicle Liability, and Pollution Liability insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insured:*** Charter Township of West Bloomfield, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

**Cancellation Notice:** All policies of insurance, as described above, shall include an endorsement reading as follows: "It is understood and agreed that Thirty (30) days, Ten (10) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Charter Township of West Bloomfield, P.O. Box 250130, West Bloomfield, MI, 48325, Attention: Catherine Ellerson, Purchasing Agent and Gregory Flynn, Chief of the West Bloomfield Fire Department.

**Proof of Insurance Coverage.** Consultant shall provide the Township at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

**Expiration.** If any of the above coverages expire during the term of this Contract, the Consultant shall deliver renewal certificates and endorsements to The Owner at least ten (10) days prior to the expiration date.

**Subcontracts.** Consultant shall require all subcontractors to name as additional insureds the Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

**ATTACH CERTIFICATE OF LIABILITY INSURANCE FOR COVERAGE REQUIRED**

**ATTACHMENT B – SCOPE OF SERVICES**

**ATTACHMENT C – PROPOSAL RESPONSE FORM**

**ATTACHMENT D - COMPLETED BIDDER INFORMATION FORM**

**ATTACHMENT E - IRAN LINKED BUSINESS CERTIFICATION**

**ATTACHMENT F – REQUEST FOR PROPOSALS**



**ATTACHMENT G. POST –BID ADDENDA**