



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

BID NUMBER: 08242018

ADDEMDUM ATTACHED, NEW DUE DATE SEPTEMBER 13, 2018 @ 11:00 A.M.

DEADLINE: Wednesday September 5, 2018 @ 1 pm EST

The Charter Township of West Bloomfield is soliciting proposals from qualified roofing consultants for Roofing Consultant 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 **Wednesday, September 5, 2018, @ 1 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.

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 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 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.

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, and 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.
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.

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, 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 (2 pages).
2. PROPOSAL RESPONSE FORM (1 page)
3. BIDDER INFORMATION SHEET (1 page)
4. IRAN LINKED BUSINESS CERTIFICATION (1 page)
5. CONTRACT to be signed (3 pages not including attachments)
- A. INSURANCE REQUIREMENTS (1 page)

1. SCOPE OF SERVICES

ADDEMDUM: DUE DATE TO SUBMIT SEPTEMBER 13, 2018 @ 11:00 A.M.

- 1) **Bidders are to assume 30 site visits at a minimum of 2 hours of QC inspection for each visit. These two hours should not include travel, administrative work, reporting, etc.**
- 2) **All work to be assumed during normal working hours - no holidays/weekends.**
- 3) **Scope of work is a new standing seam metal roof system.**

Revised Due Date: Thursday 9/13 at 11AM.

A. General Provisions

1. Care shall be taken by the Roofing Consultant to prevent errors by the installing contractor. Correct quality control procedures should prevent careless errors, which lead to long term building envelope issues.
2. As it relates to roofing work, the Roofing Consultant will be required to coordinate with Owner's other vendors and consultants, including Owner's representative, architect/engineer, general contractor, contractors, etc. This may include attending meetings in order to meet Owner's goals and objectives.
3. All firms submitting proposals must be an independent entity with no formal or informal financial relationships to any roofing vendor or manufacturer. The firm submitting a proposal must not be a representative of any roofing material manufacturer. No fees, published or confidential, shall be paid to Roofing Consultant by any roof manufacturer or contractor for this project.
4. All field observation must be by personnel who are either a Registered Roof Consultant (RRC), Registered Roof Observer (RRO), FE, Professional Engineer (PE) or Registered Architect (RA), and have at least 5 years roofing industry experience.

B. Scope of Work

1. Construction Phase – Administration of the Contract
 - a. Review and critique design documents prior to start of roofing work. Provide documentation of findings for review.
 - b. Review approved shop drawings submitted by Contractor to ensure conformance with approved details, manufacturer's instructions, and industry standards.
 - c. Provide field observation to monitor all new work including any tie-ins, replacement and ancillary work throughout the project.
 - d. Field observers must be on site as appropriate and as much as necessary to maintain the progress of work. A minimum of 2 hours per day of observation is required for the duration of the roof system installation including all insulation, roofing, flashings, trim, gutters, downspouts, etc.
 - e. Provide detailed daily field observation reports. Site visits must be documented and all pertinent details must be summarized in a detailed written report including photographs, roof

plans, notes, activities, concerns, etc. These reports are to be available upon request of Owner.

- f. Provide coordination between Owner and roofing contractor(s) regarding site conditions, unanticipated work scope, scheduling, logistics and other issues as required for completion of the project.

2. Punch-List/Closeout Phase

- a. Create and review detailed punch-list reports. Monitor completion of punch-lists and contractor closeout activities.
- b. Provide Final Report to Owner.

3. Audit Phase

- a. At twenty-three (23) months from substantial completion, the Roofing Consultant will provide a comprehensive review of all roofing system installations and submit a report. All non-conforming areas will be repaired by the installing contractor under the supervision of the Roofing Consultant, at no additional cost to the Owner.

C. Schedule (Subject to Change)

Begin Roof Installation: December, 2018

Complete Roof Installation: January 2019

D. Alternates

Not Applicable for this Project.

2. PROPOSAL RESPONSE FORM

COMPENSATION FOR BASIC SERVICES

Roofing Consultant will be paid a Lump Sum amount for performance of the Basic Services per the following schedule. Payment shall be made upon completion of the Scope of Work for each property:

<u>PROJECT</u>	<u>LUMP SUM AMOUNT</u>
FIRE STATION NO. 3	\$ _____

BILLABLE HOURLY RATE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$ _____
Registered Architect	\$ _____
Field Representative	\$ _____
Draftsperson/Technician	\$ _____
Accounting	\$ _____
Clerical	\$ _____
Registered Roofing Consultant (RRC)	\$ _____
Registered Roof Observer (RRO)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

REIMBURSABLES

Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. In addition, please provide an estimate of what you would expect the reimbursable expenses to be on this project.

SUBCONSULTANTS

In the event additional consultants are required to complete this project, please state your percentage mark-up, if any, for including the services of additional consultants under your primary contract.

SIMILAR PROJECTS

Provide a list of examples of five (5) previously completed projects similar in nature to the Construction of Fire Station No. 3 and a reference from each similar project listed.

RESUMES

Provide a copy of the resume for each proposed staff member that will be assigned to the project.

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 **Roofing 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 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 Consultant. 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

By _____

Steven Kaplan

Its: Supervisor

Date: _____

By _____

Deborah Binder

Its: Clerk

Date: _____

CONSULTANT

By _____

Print name:

Its:

Date: _____

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 (2 pages)
- C. Proposal Response Form (__ pages)
- D. Bidder Information (1 page)
- E. Iran Linked Business Certification (1 page)
- F. Request for Proposals (__ pages)
- G. Post –Bid Addenda as attached

DRAFT

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