REQUEST FOR PROPOSALS
CHARTER TOWNSHIP OF WEST BLOOMFIELD
INFO TECHNOLOGIES DEPARTMENT
DARK FIBER NETWORK CONSULTANT SERVICES

BID NUMBER: 10042018

DEADLINE: Thursday October 18, 2018 @ 2 pm EST

The Charter Township of West Bloomfield is soliciting proposals from qualified Consultant Services for Plant Network Design, Fiber route Planning, Permitting, and oversight for construction of an institutional network (WB-iNET) within the Township of West Bloomfield for the Info Technologies Department (IT) 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 Thursday October 18, 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 www.Bidnetdirect.com.

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 or Harry Palmer @ 248-451-1585. In the event it becomes necessary to revise any part of the RFP, an Addendum will be posted on the www.bidnetdirect.com 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, 4550 Walnut Lake Road, West Bloomfield, MI 48323.

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 three (3) previously completed projects similar in nature to the Construction of Info Technologies Department (IT); a reference from each similar project listed and include the name of a contact person and phone number.

7. Submit a list of any subcontractors that will be used to perform the work.

8. 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:

A. SCOPE OF SERVICES document
B. SITE LOCATIONS
C. BIDDERS RESPONSE FORM
D. COMPENSATION AND FEE PROPOSAL FORM
E. VENDOR QUESTIONNAIRE FORM
F. CONTRACT to be signed If Awarded
A. SCOPE OF SERVICES

Introduction
The Township intends to replace an existing aerial fiber optic network provided by Comcast (Comcast-iNet) under a franchise agreement with an institutional network capable of providing 10 gig connectivity and backhaul for several sites located throughout the Charter Township of West Bloomfield. The new design should eliminate unused nodes and implement a ring configuration that will include as many critical (fire station) sites as practical with spoke connections as needed. The Township intends to own the fibers and not use any IRU agreements. The new WB-iNet must be operational by October 2020.

When complete, WB-iNET will provide a resilient core network capability for current and future operations allowing for growth, expansion and scalability.

The required completion date for constructing WB-iNET is – June 1, 2020. There will be three (3) phases of the project:

- Phase I – Fiber Route Planning, Network Design, Engineering and Permitting for a “make-ready” network
- Phase II: Construction, Installation, Verification and Testing
- Phase III: OSP Maintenance

This RFP (Consultant RFP) is for Phase I work, oversight, and coordination of Phase II and Phase III. The Consultant for Phase II & III work will prepare a secondary RFP (Construction RFP).

Please indicate any other value-added arrangements, unique business features, sponsorship arrangements, special services, discounts or terms and conditions that might suggest solutions in order to meet the needs of the Charter Township of West Bloomfield.

The Charter Township of West Bloomfield intends to select a bidder or bidders in October of 2018 and to negotiate contract terms as soon thereafter as possible.

Reason for Project
Currently, the Township has an agreement with Comcast to use an aerial fiber optic network (Comcast-iNet). The current Comcast-iNet connects about 24 municipal and Park sites providing network communication for daily operations. A site listing of locations connected to the Comcast-iNet is in ATTACHMENT B. The agreement with Comcast ends October 2020.

Goals of the Project
The Township's primary goal is replacement of the current Comcast-iNET with an institutional network WB-iNET within a two-year timeframe before the Township's Comcast Agreement ends in October 2020.
The Township’s intent is to construct a WB-iNET infrastructure that meets the following goals:

- Retain ownership of the network with contracted (third-party) maintenance support
- Facilitate collaboration, economic development, stimulate innovation, reduce long-term expenses, and reduce operational risks
- Leverage current inside-plant network infrastructure, if feasible
- Leverage partner organization networks, if feasible
- Provide a secure, scalable, resilient network that is readily expandable
- Incorporate smart design techniques for future uses

Consultant Responsibilities

a. **Construction RFP** – The Consultant will develop a Construction RFP with assistance from the Township.

b. **Construction Oversight** – The Consultant will help in the selection of the Construction vendor and provide oversight for phase II Construction.

c. **Fiber Route Planning** – fiber must be placed to accommodate current conditions and future needs with minimal disturbance to Township operations and the community as a whole.

d. **Site Work** - The Consultant will provide on-site field/site surveys as required. The remaining splice point requirements (e.g., inside plant termination points for sites and patch panel specifications) will be provided to the Consultant upon execution of a contract.

e. **Engineering Design** - The locations listed in ATTACHMENT B Table 1 are required sites to be included in the design and construction of the WB-iNET. The network may include additional sites at the discretion of the Charter Township of West Bloomfield.

f. **Meetings** – The Consultant and the Charter Township of West Bloomfield will conduct preliminary meetings to discuss project issues on an on-going basis. Meetings will occur with the Consultant and the Charter Township of West Bloomfield to review both the draft deliverables and final deliverables before project completion.

g. **Permitting for “Make Ready” Construction** - Consultants must apply-for, on behalf of the Charter Township of West Bloomfield, and secure all necessary permits from municipal, county, state and local Consultants (e.g., AT&T, DTE, Oakland County Road Commission, Railroad, etc.) for construction of the WB-iNET. It is the sole responsibility of the Consultant to secure all permits for the construction of the WB-iNET. Working experience with DTE is a plus and the Consultants should provide this information in detail within the Professional Qualifications element of the RFP submittal.
h. **Work Plan** – Consultants must produce and maintain a work plan which contains at a minimum the following elements:

i. Data/Documentation Requirements - Identify all technical data/documentation requirements.

ii. Project Schedule/Timeline - Bidders must include a detailed project plan and timeline to complete the engineering.

iii. Fiber route plan map set of raw data in (.GDB, .SHP and .DWG formats or agreed upon format) of where to build (existing utility poles, conduit) and area(s) to avoid (water, sewer and electric lines).


v. Set of engineering drawings (Engineering Phase).

vi. Final as-built drawings (Post Construction).

vii. Bill-of-Materials with pricing estimates for recommended engineering design, design options and design alternatives.

viii. Recommend design options to accommodate “future-proofing” network.

ix. Regular status meetings and progress reporting - In-person meetings with designer: Kick off meeting; discover meetings; discuss process and timeline; Design progress meeting at 60%

x. Copies of all Permits for “Make Ready” Construction - The Consultant must apply-for, on behalf of the Charter Township of West Bloomfield, and secure all necessary permits from utilities, county, local, and state agencies (e.g., AT&T, DTE, Oakland County Road Commission, Railroad) for construction of the WB-INET.

**Additional Requirements**

a. The proposed fiber optic network design will be comprised of underground fiber, aerial fiber, or a combination thereof. Underground installation will be preferred wherever possible.

b. The locations listed in ATTACHMENT B Table 1 are required sites to be included in the design and construction of the WB-INET. The list of sites may include some or all of the optional sites in Table 2 at the discretion of the township after consultation with the Consultant awarded the contract.

c. Provide both options (aerial and underground) and/or a combination thereof, in the design. Include a Bill-of-Materials for recommended design(s). This information will be used to determine projected capital costs for the Charter Township of West
Bloomfield and Partner Organizations connecting to WB-INET.

d. The Charter Township of West Bloomfield requires pricing to single source the Engineering and Permitting portion of the project. The goal of single sourcing the Engineering and Permitting is to provide consistency in network design, documentation, reporting and consolidation of records.

e. Consultants wishing to bid the Engineering and Permitting portion will be required to bid Engineering and Permitting for the entire project.

f. Consultant is expected to produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-closures, hand-hole placements and any associated equipment necessary for network construction.

g. Consultant will provide, for underground facility, conduit design, conduit detailing, hand-hole detailing, prepare all forms and documentation for approval of conduit construction and/or installation, and verify as built.

h. Consultant will be required to manage the permitting process with various entities under the direction of Charter Township of West Bloomfield.

i. Consultant is required to act on the Township’s behalf in rights of way negotiations and communicate with local and state governmental jurisdictions so aerial and underground infrastructure requirements are met.

j. Route engineering will include make-ready recommendations and all required pole attachment applications per the design recommendation.

k. Consultant is required to provide, consolidated field notes and electronically store in a format approved by the Charter Township of West Bloomfield.

l. Network information provided in an electronic format approved by the Charter Township of West Bloomfield.

m. Consultant will provide detailed site drawings, permit detail drawings and overview maps in an electronic format approved by the Charter Township of West Bloomfield.

n. Consultant will receive and consolidate all redline engineering drawings to create final as-built documentation in an electronic format approved by the Charter Township of West Bloomfield.

o. Consultant will input all pole attachment inventories for pole attachment agreements between the Consultant and other utilities into an electronic format approved by the Charter Township of West Bloomfield.

p. All network components (cabling, splice enclosures, etc.) will be appropriately labeled based upon industry best practices and adhere to labeling requirements of
third-party pole owners (e.g., AT&T, DTE, railroad, etc.) and the Charter Township of West Bloomfield labeling requirements.

q. The Consultant will be responsible for staking the route and producing computerized maps in an electronic format approved by the Charter Township of West Bloomfield.

r. The Consultant will provide GPS points of reference for utility poles. The Consultant will provide photo images of utility poles that the fiber will attached to. The Consultant will provide GPS points of reference for hand holes, street crossings, and splice enclosures.

Construction Technical Specifications

a. All Fibers will consist of all ITU-T G.652 or 655 single mode fiber (there will be NO mixing of the two fiber types in any given span).

b. Prior to handover to West Bloomfield Township, Installer will test the fibers and will provide test results to West Bloomfield Township demonstrating that the fiber follows the standards set forth below.

   i. Max calculated average loss from bi-directional measurements at 1550 nm: 0.23 Db

   ii. Mean loss value per splice in a span at 1550 nm: ≤ 0.10 dB Bi-directional

   iii. Max on time calculated splice loss mean value from bi-directional measurements at 1550 nm: 0.25 dB after three splice attempts.

   iv. Connector return loss: < - 45 Db

   v. Maximum accepted connector insertion loss is 0.3 dB at 1530-1570 nm.

   vi. Maximum in the loss differential between two fibers in any pair shall not exceed .1 db.

c. Carrier shall provide digital media containing the following information for the relevant Fibers and Segments:

   i. Loss measurement of the fibers taken end-to-end with power level readings for each fiber taken with a light source and power meter at 1310nm & 1550nm

   ii. The final bi-directional OTDR test data, with distances.

   iii. West Bloomfield Township shall have ten days from receipt of Carrier’s test data to accept or reject the Fibers.
d. Where buried, Carrier shall place fiber into a 2-1/4” SDR11 High Density Polyethylene (HDPE) PipeDual Entrance is preferred but not required for each location.

e. Fiber path must be constructed in accordance with sound commercial practices. The National Electric Safety Code must be followed in every case except where local regulations are more stringent in which case local regulations will govern.

f. The Installer will install the handhole vault. The handhole vault selected must meet GR-902, Generic Requirements for Handholes and Other Below-Ground Splice Vaults.

g. A pull rope will be installed in conduits and/or inner duct. Pull rope shall be at a minimum ¼” polypropylene. Pull rope shall be continuous with no splices pulled into the conduit or inner duct.

h. Aerial drops shall use a minimum of SCH-40 pipe on the utility poles.

i. Conduits entering handholes through the sidewall (as opposed to being swept up and entering from the bottom) that the hole in the wall of the handhole must be sealed with concrete to prevent dirt and debris from entering the handhole. This includes new handholes, or connecting into existing handholes.

j. Any vacant conduits must be plugged/sealed.

k. In the absence of explicit specifications contained within this RFP, Consultants must adhere to industry best practice and follow all applicable local, state and federal regulations, including bonding and grounding guidelines and requirements.
### B. SITE LOCATIONS

#### Table 1
Primary Township Sites

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Site Address</th>
<th>GPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Bloomfield Town Hall (head end)</td>
<td>4550 Walnut Lake Rd</td>
<td>Lat: 42°33′37.10″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22′24.30″W</td>
</tr>
<tr>
<td>West Bloomfield Police HQ</td>
<td>4530 Walnut Lake Rd</td>
<td>Lat: 42°33′34.50″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22′21.30″W</td>
</tr>
<tr>
<td>West Bloomfield Parks &amp; Rec</td>
<td>4640 Walnut Lake Rd</td>
<td>Lat: 42°33′31.10″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22′29.30″W</td>
</tr>
<tr>
<td>Greater West Bloomfield Cable Commission (GWBC)</td>
<td>4510 Walnut Lake Rd</td>
<td>Lat: 42°33′27.30″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22′14.55″W</td>
</tr>
<tr>
<td>Fire Station #1</td>
<td>4610 Orchard Lake Rd</td>
<td>Lat: 42°34′11.20″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°21′41.10″W</td>
</tr>
<tr>
<td>Fire Station #2</td>
<td>5425 West Maple Rd</td>
<td>Lat: 42°32′26.40″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°24′57.90″W</td>
</tr>
<tr>
<td>Fire Station #3</td>
<td>3340 Green Lake Rd</td>
<td>Lat: 42°35′15.60″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°24′45.20″W</td>
</tr>
<tr>
<td>Fire Station #4</td>
<td>5842 Greer Rd</td>
<td>Lat: 42°36′28.30″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°23′59.80″W</td>
</tr>
<tr>
<td>Fire Station #5</td>
<td>5425 West Maple Rd</td>
<td>Lat: 42°32′34.20″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°20′52.80″W</td>
</tr>
<tr>
<td>Fire Station #9</td>
<td>3300 Orchard Lake Rd</td>
<td>Lat: 42°36′07.00″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°20′57.00″W</td>
</tr>
<tr>
<td>West Bloomfield Water Department</td>
<td>2400 Haggerty Rd</td>
<td>Lat: 42°33′29.40″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°26′09.70″W</td>
</tr>
<tr>
<td>Drake Sports Park</td>
<td>6801 Drake Rd</td>
<td>Lat: 42°32′14.60″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°23′52.40″W</td>
</tr>
<tr>
<td>Shulack Farms</td>
<td>6889 West Maple Rd</td>
<td>Lat: 42°32′28.10″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°24′47.70″W</td>
</tr>
<tr>
<td>Splash Park</td>
<td>6200 Farmington Rd</td>
<td>Lat: 42°32′47.70″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22′52.30″W</td>
</tr>
<tr>
<td>Marshbank Park</td>
<td>2805 Hiller Rd</td>
<td>Lat: 42°35′42.10″N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°23′43.20″W</td>
</tr>
<tr>
<td>Site Name</td>
<td>Site Address</td>
<td>GPS</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Karner Farm (Dog Park)</td>
<td>Halstead Rd</td>
<td>Lat: 42°33'0.60&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°25'9.10&quot;W</td>
</tr>
<tr>
<td>West Bloomfield Library</td>
<td>4600 Walnut Lake Rd</td>
<td>Lat: 42°33'35.50&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°22'29.10&quot;W</td>
</tr>
<tr>
<td>Orchard Lake City Hall</td>
<td>3955 Orchard Lake Rd</td>
<td>Lat: 42°34'56.90&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°21'33.60&quot;W</td>
</tr>
<tr>
<td>Roosevelt Elementary School</td>
<td>2065 Cass Lake Rd, Keego Harbor</td>
<td>Lat: 42°36'31.00&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°20'36.00&quot;W</td>
</tr>
<tr>
<td>Keego Harbor City Hall</td>
<td>2025 Beechmont St, Keego Harbor</td>
<td>Lat: 42°36'33.10&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°20'30.30&quot;W</td>
</tr>
<tr>
<td>Sylvan Lake Community Center</td>
<td>2456 Pontiac Dr, Sylvan Lake</td>
<td>Lat: 42°37'10.20&quot;N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Long: 83°20'3.00&quot;W</td>
</tr>
</tbody>
</table>
BIDDER INFORMATION

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:  

D. COMPENSATION AND FEE PROPOSAL FORM

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City.

FEE PROPOSAL FORM

Project: Fiber Optic Network Design and Engineering Services. RFP No.:930. Consultant’s Name: ___________________________ Notes: ___________________________

1. All Consultants shall provide a Total Price for all RFP items specified below based upon a time and materials basis.

2. The Total Base Bid is a Not-to-Exceed Price based upon actual time and materials expensed to complete the Project as defined in the RFP Scope of Work. Additional rows can be added to Fee Proposal Form as necessary.

3. The City, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.

4. Any item not provided in the following list shall be considered incidental.

5. Contract shall be awarded based on the base bid or any combination of a base bid and alternate bid in any manner the City believes to be in its best interest.

6. The Consultant agrees to complete the Project and all related work, as specified in the Scope of Work with RFP 930.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Staff Name, Staff Title</th>
<th>Hourly Rate</th>
<th>Estimated Hours</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fiber Route Planning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Site Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Engineering Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Documentation and Deliverables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Construction Oversight for Phase II</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Permitting for &quot;Make Ready&quot; Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Other – Please Describe any other work requiring cost estimate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Base Bid (Not-to-Exceed): ____________________________ Dollars ($________________) (Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Signature of Authorized Representative of Bidder
West Bloomfield Township

Vendor Questionnaire

Please provide the following information and submit with your proposal:

Firm Name: ____________________________________________

Established: _____________________ State: ________________________

Type of Organization:

___ Individual  ___ Partnership  ___ Corporation  ___ Joint Venture

___ Other ____________________________________________________________________

1. How many years has your company been providing this type of service? _______________

2. Please provide a list of at least three (3) references who have had similar work performed by your company ____________________________
   ____________________________
   ____________________________

3. How many employees does your company employ? ______ Full time ______ Part time

4. Provide a timeline detailing the project ____________________________________
   ____________________________________
5. Would you subcontract any of the services being requested? ______________________________________

6. Explain Installation process ________________________________________________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________

7. Explain details regarding your warranty on products and installation __________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________
   ______________________________________________________________________________________

The foregoing questionnaire is a true statement of facts:

Signature of Authorized Company Representative: __________________________

Representative’s Name: (print) __________________________________________

Title: __________________________

Company: __________________________

Address: __________________________

Phone Number: __________________________

Date: __________________________
SECTION F.

CONTRACT

This Contract shall be effective as of the date of Township board approval, and is between the Charter Township of West Bloomfield, whose address is 4550 Walnut Lake Road, P.O. Box 250130, West Bloomfield, Michigan 48325-0130, ("Township"), and, whose address ("Contractor").

Project. This Contract is for a project to be referred to as . This contract will be issued for one season, with an option of a renewal for two additional seasons (approved seasonally) upon mutual agreement of both parties, under the same terms and conditions of the original Township specifications and the contractors bid.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the work specifications which are attached to and part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Contract Price and Payment. The Contract Price is as specified in West Bloomfield Specifications & Bid Form which is attached. The Township agrees to pay the Contractor the Contract Price in exchange for consideration of the timely and satisfactory completion of the work. Except as may be otherwise provided in the Contractor’s Bid or Proposal and agreed to by the Township, payments toward the Contract Price shall be made for satisfactorily completed work with in thirty (30) days of the Township receiving the bill or invoice for the work from the Contractor. The procedure and information required in the submission, review and payment of progress and final payment requests is contained in the Payment Procedure that is attached to and part of this Contract. Payment requests may not be submitted more than once per week.

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

Time of Work and Liquidated Damages. All permits, insurance and bond requirements shall be satisfied with in five (5) days of this Contract, with the work to be commenced, diligently prosecuted and completed within a time specified in a written notice to proceed given by the Township to the Contractor that is consistent with the commencement and completion requirements disclosed in the Township’s Invitation to Bid. These time limits are of the essence of this Contract and failure to meet them shall permit Township to exercise its rights and remedies for default as provided in this Contract and to assess Liquidated Damages in whatever manner and amounts as were disclosed in the Township’s Invitation to Bid, whether or not work has been commenced.

Liability. Contractor 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 Contractor 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 or Michigan.

**Inspections, Notices and Remedies Regarding Work.** During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon a failure to do so, the Township may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor or preserve the claims of defects or defaults without termination by written notice to Contractor.

**Disposal Requirements.** The Contractor shall perform all work and dispose of all scrap, unused, discarded, waste or demolition debris and materials resulting from the work in compliance with all provisions of applicable federal, state, county and Township environmental laws. This obligation included lawful disposal of all materials, with a condition of the Township's payment obligation being Contractor delivering to Township copies of written documents from the licensed landfill or disposal site, confirming the lawful disposal of all such materials, the disposal costs and that those costs have been paid in full by Contractor.

**Independent Contractor.** Contractor 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 Contractor 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 Contractor.

**Compliance with Laws.** This Contract and all of Contractor'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. Contractor 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, with the additional legal authority, restrictions or limitations applicable to the work, if any, to be set forth in a Statement of Additional Authority, that is attached to this Contract shall be a part of it.

**Assignment.** Contractor shall not assign this Contract or any part thereof without the written consent of the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

**Termination.** The Township reserves the right to cancel this contract without cause or reason upon 30 days written notice.

**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:  
Catherine Ellerson, Purchasing Agent

Contractor:

Changes. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor.

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.

WITNESS AND DATES OF SIGNATURES:  

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By ________________________________________
  Steven Kaplan
  Its:  Supervisor

Date: ________________________________

By ________________________________________
  Deborah Binder
  Its:  Clerk

Date: ________________________________

By ________________________________________
  Its:

WORK SPECIFICATIONS
The plans, specifications, limitations, requirements and conditions for the work under this Contract are those contained or referenced in the attached Township’s Invitation to Bid and the Contractor’s Bid Submittal all of which are considered to be part of this Contract.

**PAYMENT PROCEDURE**

Contractor Representative (to submit payment requests):

Township Representative(s) (to receive payment requests):

Information required on Invoices or Bills:
- Service location
- Case Number
- Mow Date
- Amount

Documentation Required To Be Submitted With Invoice or Bills:
- Before and after pictures

**INSURANCE REQUIREMENTS**

The Insurance Requirements applicable to this Contract are attached.