REQUEST FOR INVATION TO BID
CHARTER TOWNSHIP OF WEST BLOOMFIELD

BID #: 11182020
DEADLINE: November 25, 2020 @ 2:00 p.m.

The Charter Township of West Bloomfield Planning & Development Services Department is requesting invitation to bid from qualified vendors. The Charter Township of West Bloomfield Clerk’s Department at 4550 Walnut Lake Road, West Bloomfield, Michigan 48323 until, at which time the name of submitting proposers will be read, will receive sealed bids. One (1) original and two (2) copies of the bid must be submitted.

Bid packages can be obtained at the Township Clerk’s office during normal working hours 8:00 am – 4:30 pm or the Michigan Intergovernmental Trade Network (MITN) www.bidnet.com or the Township’s website www.wbtownship.org/businesses/bids_and_proposals.php

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

The Contract to be awarded for under the terms and conditions specified in this request for bid.

Preparation of Bids

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 bid form. Partial bid packages may be rejected.

3. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or conditions within the invitation, he or she is advised to call and have that portion clarified. For clarification on bidding instructions or submission, contact Catherine Ellerson, Purchasing Agent at (248) 451-4801.

4. Bids must disclose the name and form under which the bidder does business including the names and addresses.

5. The submission of multiple bids 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.

6. Bidders must have an aptitude with the Carrier IVU Open BACnet control system. Contractor shall provide documentation of successfully completing the Carrier Controls Expert Program.
Submission of the Bid

1. All bids 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 (Town Hall Boiler Replacement). Failure to do so may result in the premature opening of or failure to open such a bid. **Send bids to the attention of the Township Clerk, Debbie Binder, Charter Township of West Bloomfield Clerk's Department and address bids as directed below:**

For delivery directly to Town Hall: 4550 Walnut Lake Road, West Bloomfield, MI 48323. After 7:30 a.m., the day of the bid opening DO NOT PUT YOUR BIDS IN THE TOWN HALL DROP BOX.

**NO LATE BIDS WILL BE ACCEPTED.**

2. Bidders are responsible for submitting bids before the stated closing time. Delays in the mail will not be considered. Any bid received after the stated deadline will be rejected. Fax or emailed bids will not be accepted.

3. Any bid may be withdrawn by giving written notice to the Township Clerk before the stated closing time. From that time, no bid may be withdrawn or canceled for a period of 60 days, except the successful bidder whose bid prices will remain for the entire contract period.

4. The bidder may change or modify his/her bid up to the established closing time. Any modification must be presented in writing, and submitted in accordance with the above format, and clearly marked *"Bid Modification."*

5. Bids must be submitted on the forms supplied (Bidder Information Sheet). Additional information may be attached as an addendum. Submit one (1) original and two (2) copies of your bid.

6. Submit with your bid a list of similar projects completed by your firm in the last year with contact persons and phone numbers for those projects.

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

8. The submission of a bid 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.

9. The submission of a bid constitutes agreement by the Contractor to the terms and conditions of the Contract that is attached to and part of this Invitation to Bid, and to sign That Contract within ten (10) days of being notified of the Township’s acceptance of the Contractor’s bid, which shall be conditioned on such timely signing.

10. The submission of a bid constitutes Contractor’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 bid.

11. All bids are tax exempt.

Bid Review and Evaluation and Contract Award Criteria, Reservations and Conditions

1. The Township reserves the right to request additional information from one or more bidders during the bid evaluation process. Any additional information must be supplied within twenty four (24) hours 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 Contractor 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 bids, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Contractors, waive or modify one or more Bid, Scope of Work or Contract provisions, request supplemental bids and to accept a bid from and award a contract to a qualified Contractor based on what the Township Board determines to be in the best interest of the Township considering all factors.

4. Any acceptance of a bid shall not be binding on the Township and may be withdrawn for least ten (10) days after the date of the acceptance and until the Contractor 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 bids and Contractors, and for any reason approved by the Township Board, may withdraw the acceptance of a bid.

5. The Township reserves the right to conditionally or subsequently accept a bid from and award a contract to the next most qualified Contractor if the successful Contractor does not execute the Contract, provide the insurance, and satisfy any other conditions of bid acceptance established by the Township Board within the time required.

6. The evaluation and award of this bid will be based on a combination of factors including, but not limited to the bid 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 INVITATION TO BID INCLUDE:

1. SCOPE OF SERVICES
2. PROJECT SCHEDULE
3. BIDDER INFORMATION SHEET
4. BID SHEET
5. INSURANCE REQUIREMENTS
6. IRAN LINKED BUSINESS FORM
7. CONTRACT

1. SCOPE OF SERVICES

The town hall boiler replacement project shall include:

- Remove and dispose of the existing Raypak boiler and all appurtenances.
- Remove a single existing boiler and replace with two (2) Lochinvar FTX 500 boilers with CSD1 controls and use the on board Lochinvar sequencing to tie the two boilers together to allow for redundant and cascade operation.

- Make all vent, water pipe, drain and gas connection according to state and local code requirements including adding inlet strainers and condensate neutralizers for each boiler. Add check valve and pumps as needed to accommodate redundant boiler operation (one or the other or both can run at the same time).

- Provide and install controls that shall control and monitor the new boiler. Shall also rotate the usage duty of the boilers and automatically bring on the back up boiler on event of the primary boiler failure.

2. PROJECT SCHEDULE

It is anticipated that the town hall boiler replacement project will awarded by the Township Board on December 7, 2020 and commence within five (5) days of award of contract and shall be completed by December 31, 2020.

Bidders are expected to adhere to the project schedule identified above, however, an alternative schedule may also be submitted for consideration by the Township. Alternative schedules may not be approved.
3. BIDDER INFORMATION SHEET

BIDDER INFORMATION
Town Hall Boiler Replacement

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: __________________________________________

The above individual is authorized to sign on behalf of company submitting proposal.

The individual authorized to submit this proposal 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 these services, to the Charter Township of West Bloomfield.

An official authorized to bind the provider to its provisions for at least a period of 60 days after the bid closing time must sign proposals.

The following are attached to this Bid:

1. List of subcontractors that will be used in performing services.

2. Certificate(s) of Insurance.
4. BID SHEET

BID SHEET
Town Hall Boiler Replacement

YOU MUST USE THIS SHEET AS WRITTEN TO SUBMIT A BID. BID SHEETS THAT HAVE BEEN MODIFIED MAY BE DISQUALIFIED.

Contractor Name: ____________________________________________

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Project Schedule:


5. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Charter Township of West Bloomfield.

1. **Workers’ Compensation Insurance:** The Contractor 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.

2. **Commercial General Liability Insurance:** The Contractor 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/or aggregate combined single limit, 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, if applicable.

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

4. **Excess Liability Insurance:** The contractor shall procure and maintain during the life of this contract, Excess Liability Insurance in the amount of $1,000,000 per occurrence and $1,000,000 aggregate.

5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The 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.

6. **Cancellation Notice:** All Coverages, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Catherine Ellerson, Purchasing, Charter Township of West Bloomfield, P.O. Box 250130, West Bloomfield, MI 48325.

7. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and sent to Catherine Ellerson, Purchasing Agent, Charter Township of West Bloomfield, MI 48323.

8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Charter Township of West Bloomfield at least ten (10) days prior to the expiration date.
6. IRAN LINKED BUSINESS FORM

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.

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(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:______________________________________________________________
7. CONTRACT

This Contract shall be effective as of the date of Township board approval, ____________, 2020 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 is ___________________________ (“Contractor”).

Project. This Contract is for a project to be referred to Town Hall Boiler Replacement. This contract will be issued upon mutual agreement of both parties, under the same terms and conditions of the 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 Scope of Work & Bid Form which is attached. The Township agrees to pay the Contractor the Contract Price in exchange for and 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 within 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 month.

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 within 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 arise 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.

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 includes lawful disposal of all material, 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 if 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: Amy Neary, Planning and Development Services Director
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______________________________
    Debbie Binder
    Its: Clerk

Date: __________________________

Contractor:

_______________________________
By______________________________

Date: __________________________
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): Kathy Sederlund

Information required on Invoices or Bills: Service provided and date

INSURANCE REQUIREMENTS

The Insurance Requirements applicable to this Contract are attached.