Charter Township of Canton

Request for Proposal (RFP)

Electrical Infrastructure Testing Services For Township Facilities

Contact: Brad Sharp
Phone: 734 394-5363
E-mail: brad.sharp@canton-mi.org

Date Issued: 2/28/2019

Due Date & Time: 3:00 p.m., Thursday, March 14, 2019

The deadline established for the receipt of your sealed bid is **3/14/2019** at 3:00 p.m. The bid is to be submitted to the Clerk's Office, 1150 S. Canton Center Road, Canton, Michigan 48188. Address the bid to:

Canton - Clerk's Office
Electrical Infrastructure Testing Services
For Township Facilities
DUE 3/14/2019 at 3:00 P.M.
1150 Canton Center S
Canton MI 48188

GENERAL REQUIREMENTS & INSTRUCTIONS

1. **SUBMISSION OF OFFERS:** All offers should be submitted in a sealed envelope or package. The invitation title, opening date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Clerk's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Clerk's Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by Canton. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. Bid must include all costs. **All offers must include the original and at least two (2) copies.**

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.

3. **EXECUTION OF ACCEPTANCE:** Canton Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offerer is not to assume that the Canton Board of Trustees resolution approving the bid or proposal is a binding contract.

4. **OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.

5. **INTEGRITY:** Canton Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

6. **TABULATION:** Bid results will be posted on the Township's website at www.canton-mi.org Please click on Doing Business, Bids & Proposals

7. **BOARD AWARDS:** As the best interest of Canton may require, Canton reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards made as a result of this invitation shall conform to applicable ordinances and policies of Canton Township. Bid awards will be posted on the Township's website at www.canton-mi.org.

8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by Canton to meet fully the salient characteristic requirements listed in the specifications.

9. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Canton Township, all packing, handling, shipping charges and delivery to any point(s) within Canton to a secure area or inside delivery.

10. **PAYMENT TERMS:** Canton Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.

11. **INCURRED EXPENSE:** This invitation does not commit Canton to make an award nor shall Canton be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the township website, on the Purchasing Division page under Requests for Bids, Proposals and Qualifications. It is the bidder's responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.

13. **CLARIFICATION/CORRECTION OF ENTRY:** Canton reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

14. **INSURANCE:** The successful bidder is required to furnish evidence of the following insurance requirements in accordance with Canton's Risk Management Policy O:02. Work may not commence until the Certificates of Insurance have been received. The coverage requirements are as follows:

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.

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 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.

Motor Vehicle Liability: The Contractor, or its subcontractors, 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, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating that the following shall be ***Additional Insured*:** The Charter Township of Canton, 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: The Insurance coverage 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: Mike Sheppard, 1150 Canton Center S., Canton MI, 48188.

Indemnification: To the fullest extent permitted by law, the (name of contractor) agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Canton, its elected and appointed officials, employees and volunteers, and others working on behalf of the Charter Township of Canton against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Charter Township of by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

15. PUBLIC ACT 517 OF 2012: In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An "Iran linked business" includes the following:

(1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and

(2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, "person" includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.

Canton Township
Electrical Infrastructure Testing Services
For Township Facilities

1.0 INTRODUCTION

The Township has chosen to issue this Request for Proposal (RFP) to seek a company(s) to provide the electrical infrastructure testing services for Canton Township facilities.

2.0 SCOPE OF WORK

2.1 Project Overview

a. The Township is seeking the services of a qualified Contractor to test and maintain existing electrical equipment at Canton Township facilities. The scope of the project is undeveloped at this time. The actual scope of the services to be provided will be negotiated with the selected Contractor. Costs will be determined on a project by project basis based on the fee schedule provided by the selected Contractor.

   The Township also reserves the right to negotiate a contract for services at only a portion of the proposals deemed in the best interest of the Township.

b. The intent of the RFP is to award a contract for service to the successful Respondents.

c. As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated into the Work including, but not limited to, drawings, materials, equipment, labor including subcontractor, transportation, construction equipment and machinery, tools, and other facilities and incidentals.

d. Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.

e. Contractor shall employ only persons duly licensed by the State of Michigan to perform the Work required under this Contract for which applicable Michigan Law requires a license.

f. The Township provides no guarantee of work. Award of a contract does not prevent the Township from obtaining the services of another Contractor for any other project if the Township so desires and/or is in the public interest to do so.

2.2 General Scope

The general scope of work for this project will include:

The Contractor's team shall be fully licensed with all appropriate agencies to provide electrical contracting and construction services for the identified projects.

The Township is looking to have a contractor provided electrical equipment testing/maintenance for 33 buildings, totaling over 450,000 square feet, located throughout the Township.

The following is a list of work items that are recommended for inspection, testing and/or maintenance, but not limited to:

Primary power switch cabinets
Underground primary feed cables
Transformers
Building electrical room panels
Circuit breakers
Grounding systems
Motor control centers
Switchgear
Switchboards
UPS Systems
Automatic Transfer Switches

The Contractor may be requested to perform emergency response testing and maintenance of electrical equipment as determined necessary by the Township.

The successful proposer(s) is expected to enter into a contract for a 3 year time period with a possibility for 3 year extension periods.

2.3 Timeframe:

Proposals Due:	March 14, 2019
Proposed Award:	Spring 2019
Testing/Maintaining Phase:	Annually, as identified by owner

2.4 Estimated Budget:

Currently the budget is undetermined. A budget will be developed in coordination with the Contractor based on the final negotiated scope of work.

2.5 Experience Requirements:

It's very important that the Contractor's team performing the work on the Township property have a significant amount of experience working on similar projects. The Contractor should have knowledge of electrical infrastructure testing, maintenance, design and construction. As well as emergency response to electrical equipment failure.

3.0 SUBMITTALS

3.1 Format

All proposals should include the following:

- Transmittal Letter: Including brief introduction to your firm and your interest in this contract; give main contract name, phone number, fax number and email address, if available.

- Details of Contractor's team proposed means and methods to perform work.

- Details on pricing: Including labor rates, material mark ups, construction management fee and/or any other relevant cost items.

  Final contract including costs will be negotiated upon selection of the Contractor.

- Pricing should reflect typical labor rates for recommended standardized testing and emergency response activities for commercial electrical systems.

- References: List at least three organizations that you have performed similar work.

EVALUATION CRITERIA

All proposals shall be evaluated by a committee comprised of appropriate Canton Township personnel using a standard evaluation scoring as follows:

Criteria	**Maximum Score**
Proposers' fee schedules and emergency response times:	20
Proposers' means and methods to perform work; proven experience working with primary power supply and building electrical systems; ability to coordinate with DTE Energy; knowledge of working with local governments:	40
Proposers' references (minimum of 3):	20
Quality of contractor's proposal:	10
Total maximum score:	100

4.0 SITE VISITS AND QUESTIONS

Any questions regarding the material contained in the RFP, please contact Brad Sharp at 734-394-5363 or brad.sharp@canton-mi.org.

It is not anticipated that a site visit is necessary for respondents. However, if a contractor chooses the visit shall be shall be coordinated through Brad Sharp at brad.sharp@canton-mi.org.

Amendments will be issued for clarification on the Township website should the Township deem it necessary to do so.

5.0 TERMS & CONDITIONS

6.1 Submittal Instructions: All submittals must be delivered to:
Canton Township Clerk's Office
1150 Canton Center Rd. S.
Canton, MI 48188-1699

6.2 Copies: Submit 1 original plus 2 copies of your proposal.

6.3 Proprietary Information: If you are submitting any information you consider to be proprietary, you must clearly mark in "Proprietary Information." If the Canton Leisure Services Maintenance Manager concurs, this information will not be considered public information. Pricing information cannot be considered proprietary.

6.4 Signature Block: All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions and requirements of this Request for Proposal.

6.5 Refusal: Canton Township reserves the right to refuse and and/or all proposals, or any part thereof.

6.6 Withdraw Proposal: You may withdraw your proposal at any time prior to the date and time set for closing.

6.7 Discussions/Negotiations: Canton Township reserves the right to conduct discussions with proposers, to accept revisions of proposals and to negotiate price changes at the sole discretion of the Maintenance Manager. During this discussion period, Canton Township will not disclose any information regarding proposal submittals. Up the execution of a contract, the proposals will become public record and the contents will be disclosed upon request.

6.8 Awards: The award shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to Canton Township based on the evaluation factors described in the Request for Proposal. Price, although a consideration, will not be the sole determining factor. Canton Township reserves the right to ask for the "Best and Final Offer".

6.9 Pre-award Presentations: Canton Township reserves the right to require presentation from the highest-ranking proposer(s), in which they may be asked to provide additional information.

6.10 Contract: The successful proposer(s) is expected to enter into AIA Document A134-2009 standard contract with possible addendums provided by Canton Township.

6.11 Indemnification: The successful bidder shall indemnify and save the Township harmless, to the extent permitted by law, from any and all claims, demands, suits and actions which may arise from errors or omissions caused by the bidder in conjunction with its contractual obligations including, but not limited to, obligations for preparation of any and all documents required by the Township in conjunction therewith, and shall defend all suits, in the name of Canton Township when applicable, and shall pay all costs and judgments which may issue hereon.

Charter Township of Canton

REQUEST FOR PROPOSAL

for

Electrical Infrastructure Testing Services
All Township Facilities

COMAPANY NAME _____

ADDRESS _____

_____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

PROPOSER'S NAME _____
(Please print or type)

SIGNATURE _____

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

I/we hereby certify under penalty of law that we are not an Iran linked business as defined in PA 517 of 2012.

Signature of Authorized Company Representative: _____

Company _____

Address: _____

_____

Date: _____

Representative's Name _____

(Please Print)