**REQUEST FOR PROPOSALS (RFP) - TOWNSHIP & FIREHALL STANDBY POWER GENERATORS**

Maple Grove Township (the “Township”) is a civil township in Saginaw County in the state of Michigan. This RFP is requesting proposals from qualified contractors to purchase and install full-building, standby generators at the Maple Grove Township Hall and the adjacent Fire Station, both located at 17010 Lincoln Road, New Lothrop, MI 48460.

This solicitation will be publicly posted to the Township’s website at <https://www.maplegrovetownship.org/rfp/> which will be the official location for any correspondence related to this RFP including any amendments, addendums, or changes during the open solicitation period. To access the solicitation, contact the Township Treasurer or visit the site at https://www.maplegrovetownship.org/rfp/. Please contact the Township Treasurer with any questions related to this solicitation.

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| **Solicitation Number** | RFP-KY-0122-EmergencyPowerGenerators |
| **Solicitation Name** | Township & Fire Station Emergency Power Generators |
| **Due Date** | Thursday, February 10, 2022 |
| **Time Due (E.S.T.)** | 4:00 PM  |
|  |  |
| **Township Contact** | Kirk Yaros, Treasurertreasurer@maplegrovetownship.org(810) 412-8474 |
|  |  |
| **Mandatory Pre-Bid Meeting** | Tuesday, January 25, 2022 @ 3:30 PM E.S.T.Township Hall17010 Lincoln Road, New Lothrop, MI 48460  |

Contractors or persons wishing to submit a proposal for this solicitation must attend the pre-bid meeting. Township officials will be present to answer questions and provide access to the site for measurements and information gathering. The Township will not accept proposals from contractors or persons who do not attend this meeting.

**SCOPE OF WORK**

The scope of work for the purchase and installation of a standby, full-building, natural gas-powered generator at both the Maple Grove Township Hall & Fire Station includes, but may not be limited to, the following information.

1. Township Hall Standby Generator
	1. Appropriately size, purchase and install a standby, natural gas-powered generator which will automatically power-on in the event of a power failure;
	2. Standby power generation will primarily be needed to operate the HVAC system (including air conditioning), lighting, and the polling system.
		1. Air conditioners - (2) 40 amp/240 volt;
		2. Furnace - (2) 15 amp/120 volt;
	3. Proposed generator installation location is on the east side of the building, adjacent to the parking lot between the gas and electrical services.
2. Fire Station Standby Generator
	1. Appropriately size, purchase and install a standby, natural gas-powered generator which will automatically power-on in the event of a power failure;
	2. Remove and replace the current electrical service panel on the northeast corner of the building;
	3. Proposed generator installation location is on the southeast corner of the building (off Lincoln Road) near the existing gas service;
	4. Standby power generation will primarily be needed to operate the following:
		1. Office mini-split - 30 amp/240 volt;
		2. Furnace - 15 amp/120 volt,
		3. Air conditioner - (3) 30 amp/240 volt;
		4. Boiler heat - 15 amp/120 volt;
		5. Four overhead garage door openers, each 8 amp/120 volt;
		6. Well pump - 30 amp/240 volt;
		7. SCBA air compressor - 45 amp/240 volt;
		8. Refrigerator - 20 amp/120 volt;
		9. Fire base radio - 15 amp/120 volt;
		10. Dryer - 30 amp/220 volt;
		11. Washer - 15 amp/120 volt;
		12. Five firetruck chargers/air compressors, each 20 amp/ 120 volt;
		13. Station ventilation fan - 20 amp/120 volt;
		14. Building lights and computer equipment.

**REQUIREMENTS**

Contactors or persons (further known as Contractors) wishing to submit a proposal for this solicitation must have the following:

1. Have and be able to demonstrate a minimum of five (5) years of successful experience completing the same or similar projects and scopes of work.
2. Propose a schedule during which the project will be completed. Specify work hours, lead times for primary materials and equipment, and the expected duration of work from start to completion.
	1. Contractors should have all materials, equipment, labor, etc. ready before initiating work to keep the duration of the project to a minimum.
3. Contractor must be authorized by the manufacturer to purchase, install, service, and provide warranty repairs for the proposed generators.
4. All electrical work must be completed by persons certified and licensed by the State of Michigan.
5. All plumbing work must be completed by persons certified and licensed by the State of Michigan.
6. Contractors, their subcontractors and agents must abide by all federal, state, and local laws, rules, and regulations related to fair labor practices, prohibiting discrimination in employment, and controlling workplace safety.
7. **Insurance**

This project requires the following minimum insurance coverage:

* 1. Worker’s compensation insurance in accordance with the State of Michigan’s current statutory limits;
	2. Employer’s liability insurance, in conjunction with worker’s compensation insurance, for claims for damages when worker’s compensation may not be an exclusive remedy, subject to a limit of liability of not less than $1,000,000.
	3. Automobile liability insurance subject to limits of not less than $1,000,000 each occurrence for property damage. Coverage should extend to all of the Contractor’s owned, non-owned, and hired automobiles and vehicles.
	4. Professional liability insurance of not less than $1,000,000 for claims concerning indemnification for errors, omissions, or negligent acts in the course of professional service or other provision within the project’s contract.

For the purpose of the project described in this RFP, the Township must be given additional insured status on the following policies, which must be occurrence-based coverage:

* 1. Commercial general liability insurance for claims for damages because of bodily injury or death of any person, other than the Contractor’s employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under commercial general liability insurance with bodily injury, personal injury, and property damage limits of not less than $1,000,000 in each coverage type; or combined bodily injury/personal injury/property damage of not less than $5,000,000. A combination of primary and umbrella or excess policies may be utilized.
	2. The Contractor, as the individual who enters into the contractual agreement with the Township, is responsible for ensuring that all of its subcontractors have the same or similar types of coverage at the limits provided in this section.
1. **Warranty**

Provide a one (1) year warranty on all materials and labor. This warranty should not displace any existing manufacturer’s warranties which must be provided for all applicable products, systems, materials, and equipment.

**AWARD SCHEDULE**

The Township intends to award the work identified in this RFP on Tuesday, February 22, 2022 pending approval by the Township Board of Trustees at their regularly scheduled meeting on Monday, February 21, 2022.

Before beginning work, the Contractor must coordinate with the Township to review and approve subcontractors and material and equipment contracts and provide proof of the insurance required by this RFP. Work cannot begin until a contract is executed or a purchase order is issued by the Township.

**CONTRACT**

The Township expects this project to be completed under a single, prime contract.

**SERVICE & PERFORMANCE EXPECTATIONS**

Service and performance expectations and procedures for this project include:

1. Work (which includes labor, materials, and equipment) must conform to the latest codes, ordinances, and regulations for all governing bodies who have project jurisdiction. The quality of labor and material shall be provided as required by applicable codes, ordinances, or regulations.
2. Obtaining necessary permits is the responsibility of the Contractor. Contractor’s work must pass all inspections required by applicable jurisdictions prior to the issuance of final payment.
3. **Coordination with the Township**

After the project is awarded and any required contractual agreements are issued, the Fire Chief will serve as the Project Manager and will be the primary point of contact for the Contractor. The Project Manager will:

* 1. Monitor and document the Contractor’s performance and progress to ensure the Contractor’s services conform to or exceed the established requirements;
	2. Manage the financial aspects of the contract including payment approval and review and acceptance of change orders when required;
	3. Meet with the Contractor as needed to review progress, discuss and resolve issues, and establish corrective procedures as needed.
1. **Change Orders**

Any proposed changes, whether initiated by the Contractor or the Township, must receive written approval before execution. Failure to obtain advanced written permission may result in non-payment. Formal approval will be granted in the form of a signed, written change order documenting the scope and price of the change; adjustment to an issued purchase order; and/or adjustment to a written contract.

1. **Invoicing & Payment**

Standard payment terms are thirty (30) days. To request payment, the Contractor must submit an itemized invoice which includes a detailed description and cost breakdown for the materials purchased and labor performed. Contractor should submit a request for payment no later than thirty (30) calendar days following the completion of services or for services over a period of time requiring progressive payments, every 30 days.

1. When working for the Township, the Contractor, its subcontractors, and agents will:
	1. Cooperate with the Township during operational hours to minimize conflicts and facilitate normal use. To the extent possible, the Contractor will perform the work in such a way that does not interfere with regular operations.
	2. Provide at least 72 hours notice of and coordinate and schedule with the Township work that may cause utility interruptions or noticeable odors, noise, or vibrations that may affect the Township’s operations or building occupants.
	3. Provide or erect barricades, signage, etc. necessary to safely secure the area of work.
	4. Be responsible for the acts and omissions of its employees, subcontractors, and agents and will impose satisfactory standards of competency, conduct, courtesy, language, appearance, honesty, and integrity. Contractor shall be responsible for taking such disciplinary action with respect to any employee as may be necessary. The Township may request the Contractor to immediately remove from this project any person found unfit to perform duties due to one or more of the following reasons:
		1. Neglect of duty;
		2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
		3. Theft, vandalism, immoral conduct, or any other criminal action;
		4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Township.
	5. Limit use of site to areas within the scope of work and will not disturb portions of the site beyond areas in which the work is indicated. Contractor should protect all adjacent materials, surfaces, furnishings, etc., and is responsible for any repair/restoration/replacement required as a result of any damage caused by the Contractor’s services.
	6. Keep all means of access and egress serving premises (driveways, walkways, entrances, doors, etc.) clear and available to the Township, its residents and visitors, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Do not restrict, close, or obstruct access to premises unless given specific written permission from the Township.
	7. Contractor will coordinate with the Township before staging materials. Contractor shall not stage or store materials or equipment in any manner that will violate any law, code, or ordinance. Contractor shall safeguard their materials, tools, equipment. The Township is not responsible for vandalism and/or theft.
	8. Keep the site reasonably presentable, clean, and safe throughout the work. The site should be cleaned daily after work is complete for the day and any waste materials deposited in appropriate trash receptacles, which the Contractor is responsible to provide. The use of the Township’s dumpsters is not permitted.
2. **Project Closeout**

To close out a project, the Contractor will:

* 1. Perform a final cleaning of the work area. No dust or construction-related debris, trash, or excess materials should be left behind.
	2. Provide a set of as-built drawings for the project showing the electrical and plumbing elevations within two (2) weeks of substantial completion. The receipt of as-built drawings is required before the Township will issue final payment to the Contractor.
	3. Provide all applicable operational, maintenance, and warranty information for installed products, systems, materials, equipment, etc. The receipt of all operational, maintenance, and warranty information is required before the Township will issue final payment to the Contractor.
	4. Final payment will be issued once all closeout documentation has been received, punch list items have been satisfactorily completed, the work area is clean, and the Project Manager has approved the work.
1. In performing the work for this project, the Contractor, its subcontractors, agents, and employees shall act in an independent capacity and not as officers, employees, or agents of the Township.
2. **Indemnification** Contractor agrees to indemnify and hold the Township, its officers, employees, agents, volunteers, and board members harmless against any and all liabilities, claims, losses, actions, costs, expenses, and attorney fees, of any kind, whether relating to the property of the Township or any third party, or for personal injury or death, or for compensatory or economic damages, arising out of or in any way attributable to the acts or failure to act of the Contractor or its officers, agents, employees, subcontractors and independent contractors. Further, the Contractor agrees to indemnify, defend and hold harmless the Township, its officers, employees, agents, volunteers, and board members from any and all claims and losses accruing or resulting from any and all Contractors, subcontractors, material persons, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract; from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement; or from any misrepresentation or breach of warranty by the Contractor.
3. **Termination** The Township may terminate Contractor’s rights to perform any or all of the work without penalty at any time with or without cause by giving written notice. If the Township terminates work awarded by this solicitation, Contractor shall be entitled to payment based on the percentage of completion for all accepted materials, work, and/or services, except as otherwise provided.

If the Township terminates work awarded by this solicitation, the Contractor shall peaceably and quietly return to the Township all premises, facilities, machinery, and equipment provided by or belonging to the Township and if requested, make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the Township. Contractor will do only such work as may be necessary to preserve and protect the portion of work that has been incorporated into the project and will protect materials, supplies, and equipment either at or in transit to the project site unless otherwise instructed by the Township.

The Township may retain from any monies due Contractor an amount sufficient to cover Contractor’s obligations under Warranties in the Requirements section. Contractor hereby releases and discharges the Township from any liability for damages or expenses which may be caused to or sustained by Contractor because of such termination.

**QUESTIONS, SUBSTITUTIONS, MODIFICATIONS & SITE EXAMINATION**

1. **Questions** should be submitted to the Township contact via phone or email at least three (3) days before the due date and time. Questions received after this deadline will be answered as time and circumstances permit.

An addendum may be issued to Contractors to answer questions, clarify discrepancies or errors, or add or remove work from the original scope of work. The addendum (or addenda) will become part of the solicitation documents.

1. **Modification or Withdrawal** Contractor may modify, cancel, withdraw and/or resubmit a proposal before the due date and time. Resubmissions must be submitted in accordance with the How to Submit your Bid section of this RFP. If there is a discrepancy with multiple proposals, the Township will refer to the most recent proposal submitted by the Contractor.

Bids may not be modified, withdrawn, or canceled for sixty (60) days after the due date and time.

1. **Site examination** It is the Contractor’s responsibility to study all specifications and provide documentation and visit the site and examine conditions if necessary to correlate site observations with the requirements of this RFP. Contractors who need to access the site at any time after the pre-bid meeting should call or email the Township Contact to schedule a time and date.

No extra payment or allowance will be made to cover obvious discrepancies or changes required due to either existing site conditions not visually determined and addressed in writing to the Township Contact before the solicitation opening or because of any error or oversight on the Contractor’s part.

**REQUIREMENTS TO SUBMIT YOUR PROPOSAL**

To submit a proposal for consideration for award of this project, you must complete and submit the following required documents on or before the due date and time. Failure to submit any of these documents may render your proposal ineligible for award.

* **References** Provide references for three (3) clients who you have successfully completed a project or performed services that are comparable to those requested in this RFP. References should contain the client’s name, a contact person’s name, title, email address, phone number, and brief description of the services performed.
* **Conflict of Interest** Contractor must disclose any relationships with Township officials or their family members when the Contractor a) has a material financial interest in regularly occurring transactions with the Township; B) has an intimate or personal relationship with a Township official; c) has provided or accepted gifts, entertainment, or other favors to or from Township officials where it might be inferred that such action was intended to influence or possibly would influence the Township official in the performance of his or her duties; d) is involved in any other situation that may create the appearance of a conflict.
* **Bid Form** Complete the form titled Bid Form. Contractor shall use this form to acknowledge it has received and adjusted its proposal to comply with any issued addenda.
* **Product Information Sheets** Attach a cut sheet for each proposed generator.
* **Maintenance Plans** Attach a sample of the types of service and maintenance plans you offer for each generator proposed.

Bids must include all project, service, and administration costs including subcontracting, managing, documentation, containment, reporting, installation, delivery, maintenance, material and consumables, replacement costs, and any other fees. The Township will not accept hidden costs or fees not included in the total proposal price.

**HOW TO SUBMIT YOUR PROPOSAL**

Proposals, including all required documents, must be submitted on or before the due date and time. Proposals can be submitted in person by delivery to the township office at 17010 Lincoln Road, New Lothrup, MIchigan 48460 or via email to treasurer@maplegrovetownship.org. Bids submitted via facsimile will not be accepted. Only one copy of the proposal is required, please do not submit multiple copies of your proposal.

The Contractor is responsible for completing all required documents and forms. The proposal must give the full legal name of the Contractor and must be signed by a person who is legally authorized to bind the Contractor to a contract.

The Contractor is solely responsible for the timely delivery of the proposal. Submissions received after the due date and time will not be considered for award. Township personnel will not be held responsible for prematurely opening an incorrectly addressed proposal.

**HOW YOUR PROPOSAL WILL BE EVALUATED**

This RFP will be awarded to the Contractor who substantially meets all the requirements of the RFP and has fully completed and submitted all required forms and information (responsive); has the resources (financial, personnel, equipment), ability, skill, and experience to perform the scope of work (responsible); and whose proposal is the most advantageous to the Township.

Contractors under consideration for award of contract may be requested to submit evidence the Contractor is financially stable and has sufficient resources to start and complete this project.

The Township reserves the right to:

1. Waive any irregularities, deviations, or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Contractor’s competitive position.
2. Award to other than the low-priced proposal.
3. Exclude any Contractor if the Contractor is suspended, excluded, or debarred by any agency of any Federal, State, or local government.
4. Reject any or all proposals if incomplete, obscure, conditional, lacking data required by bidding documents, or where proposals exceed funds available.
5. Per State of Michigan Public Act No. 517 of 2012, an Iran-linked business is not eligible to submit a proposal for any solicitation published by the Township.

This RFP does not obligate the Township to an eventual contract for any work described, implied, or which may be proposed until confirmed by a written agreement issued by the Township. This RFP may be terminated by the Township without penalty or further obligation at any time prior to the issuance of an award.

**BID FORM**

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Service Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact EMail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fire Station Generator**

|  |  |
| --- | --- |
| Proposed Generator MFR/Model No. |  |
| Maximum Power Capacity |  |
| Generator Cost |  |
| Labor Cost |  |
| Other Costs Not Otherwise Included |  |
| **TOTAL COST** |  |
| Warranty Period |  |
| Lead Time for Generator |  |
| Proposed Start Date (considering 2/22/22 award date) |  |

**Township Hall Generator**

|  |  |
| --- | --- |
| Proposed Generator MFR/Model No. |  |
| Maximum Power Capacity |  |
| Generator Cost |  |
| Labor Cost |  |
| Other Costs Not Otherwise Included |  |
| **TOTAL COST** |  |
| Warranty Period |  |
| Lead Time for Generator |  |
| Proposed Start Date (considering 2/22/22 award date) |  |

|  |  |
| --- | --- |
| **TOTAL COST (firehall & township hall)** |  |

Signature of this form indicates agreement with the following statements:

1. I am fully acquainted with and understand completely the work covered by this RFP and that my failure to read and understand any part of this RFP does not relieve me of my contractual obligations.
2. I have examined the factors and conditions affecting, or which may be affected by, the work and its various parts and elements and agree:
	1. To hold my bid price and the terms and conditions of my bid firm for sixty [60] calendar days following the bid due date;
	2. To provide proof of insurance as detailed in this RFP;
	3. To accomplish the work at my quoted rates;
	4. To perform the work in conformance with current codes and in a fashion that will meet or exceed the service and performance expectations required by this RFP.
3. I acknowledge I have received and reviewed any addenda issued for this RFP;
4. I certify that neither I nor our company leadership of key employees:
	1. Are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in any procurement transaction(s) by any Federal, State, or local department or agency;
	2. Are or could be considered an Iran-linked business under State of Michigan, Public Act No. 517;
	3. Have any known conflicts of interest with the Township (or have attached a separate document listing any potential conflicts);
	4. Are involved in any arbitration or litigation that may affect our ability to successfully complete this project;
	5. Have any substantial violations of any state, federal or local laws, including OSHA violations, violation of any state or federal prevailing wage laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against us within the past three (3) years;
5. Upon notification of the acceptance of my bid, I agree to execute a contract for the work.

If you are unable to certify any of the statements above, please attach an explanation directly addressing each statement you cannot certify. By the attached signature, we have hereby submitted our bid.

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Company Authorized Representative Name & Title

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Authorized Representative’s Signature Date Submitted