

Sumpter Township
MUNICIPAL SERVICES
STANDARD INSTRUCTIONS TO
BIDDERS

1. **Receipt and Opening of Bids:** Sealed bids will be accepted and date/time stamped upon receipt in the office of the Township Clerk, 23480 Sumpter Rd Belleville, MI 48111, until the time indicated on the attached Invitation to Bid for goods or services listed in the specifications and will be publicly opened and read aloud.
2. **Form of Bid:** Bids shall be submitted on the enclosed form with any exceptions, deviations or modifications to the published requirements clearly noted and explained. Bidders shall also submit at least three (3) references and an anticipated schedule of work. Any response must contain all information requested in the RFP.
3. **Submission of Bids:**
 - A) Envelopes containing bids shall be sealed and clearly marked on the outside of the envelope with the name and address of the bidder, the title of the project, and the date and time of the scheduled bid opening.
 - B) Any bid received after the scheduled opening time will not be accepted and will be returned unopened.
 - C) Any bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening.
 - D) Telephonic or faxed bids will not be accepted and telephonic, telegraphic, or faxed amendments to bids or withdrawals will not be accepted under any circumstances.
 - E) Unless otherwise specified, no bid may be withdrawn, changed, or modified in any way for a period of one hundred (180) calendar days from the date of the bid opening.
 - F) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after opening.
 - G) Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the City for the premature opening of a bid not properly addressed or identified.
 - H) By submitting a response to the RFP, it is presumed that the bidder understands the RFP and the information requested.
 - I) Any costs of any kind, incurred by any responder relating to the RFP shall be borne solely by the responder.

J) Any RFP response must be executed and dated by a person with full authority to bind the responder to the RFP responses submitted.

4. **Township's Rights:** The Township expressly reserves the right to reject any RFP response submitted for any reason and to negotiate separately with any responder to the RFP after the opening of the proposals. The Township also reserves the right to accept or reject all or any parts of any and all irregularities, and to award in the best interests of the Township.
5. **Laws:** The laws of the State of Michigan shall govern the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process.
6. **Disclosure:** All of the information included in your bid response is subject to the "Freedom of Information Act" and may be disclosed in its entirety after the formal, public bid opening has been completed.
7. **Independent Price Determination:** By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at independently without consultation, communication, or agreement of such prices for the purpose of restricting competition with any other bidder or competitor.
8. **Acceptance of Materials:** All components used in the manufacture or construction of materials, supplies, and equipment, and all finished goods, shall be new, the latest make/model, of the best quality, and highest grade workmanship. In the event the delivered material is found to be defective or does not conform to specifications, the Township reserves the right to cancel the order upon written notice to the bidder and return the materials to the bidder at the bidder's expense.

Table of Contents

Standard Bid Instructions.....Pages 1-2
Request for Proposals.....Pages 4-6
Scope of Work.....Pages 7-13
General Requirements.....Pages 13-27
Vendor Questionnaire and Proposal Forms.....Pages 28-33
Pricing Forms and Exceptions Pages.....Pages 34-40
Proposer Signature Form.....Page 41
Sumpter Township Standard Contract Addendum.....Pages 42-48
Appendix A.....Pages 49-53

**REQUEST FOR PROPOSALS FOR
HVAC PREVENTATIVE MAINTENANCE AND
ON-CALL SERVICES FOR
Sumpter Township Facilities**

Sumpter Township (herein after referred to as the "Township") is seeking proposals from professional heating and cooling service companies employed in the field of sales, maintenance and repair of heating, ventilation and air conditioning (HVAC) equipment similar to that equipment used by the Township of Sumpter for a preventative maintenance agreement for four (4) Township buildings AND on-call services for two (2) Township buildings. The agreement and on-call services will be for a period of two (2) years; the Township reserves the right to exercise an option to renew for two (2) additional 1-year periods.

DEFINITIONS

1. Owner or Township shall refer to Township of Sumpter
2. Service Company, Vendor or Bidder shall refer to the company providing a bid, proposal or quote for the work outlined in the specifications
3. Heating, Ventilation and Air Conditioning shall be known as (HVAC)

THIS DOCUMENT IS A REQUEST FOR PROPOSALS. It differs from a request for Bid/Quotation in that the Township is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest priced proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the equipment/service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be the determinative factor in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the Township. The criteria that will be used and considered in evaluation for award are set forth in this document. The Township will thoroughly review all proposals received. The Township will utilize its best judgment when determining whether to schedule meetings with shortlisted proposer, after receipt of all proposals. Contracts will be awarded to qualified vendors submitting the best value proposals.

The Township reserves the right to select, and subsequently recommend for award the proposed equipment/services which best meets its required needs, quality levels and budget constraints.

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Pre-Proposal Site Visit

There is a Pre-Proposal walk-thru to begin at **Monday June 22nd, 2026 at 9:00 am** beginning at the Township Hall Board Room, in order to become familiar with the preventable maintenance equipment and premises specified, provide a forum for the questions/answers and the work to be performed according to the contract and specifications. The meeting will proceed to visit Police Department/Community Center, Department of Public Works Building/Garage. The deadline for questions must be submitted by **10:00 am Thursday June 29, 2026.**

BID REQUIREMENTS & INSTRUCTIONS

Your response to this request should include the following information:

1. Completed proposal form.
2. An estimated schedule of work.

As part of this response, you may provide an alternate quote for any additional items your firm wishes to offer to the scope of this effort. The firm selected should anticipate participating in Township meetings, presenting their proposed work to the staff and Township Board.

Please contact Ron Tabor, DPW Director at Rontabor@sumptertwp.org if you have any questions.

Bids must be received by Sumpter Township by 3:00 p.m. on **Thursday July 6th, 2026**. Bids will be publicly opened at 3:15 p.m. on **Thursday, July 6th, 2026** in the Sumpter Township Board Room.

Bids must be enclosed in a sealed, non-transparent envelope or package addressed to:

Township Clerk's Office
Attn: RFP HVAC MAINTENANCE AGREEMENT
Township of Sumpter
23480 Sumpter Road
Belleville, MI 48111

BID INSTRUCTIONS & REQUIREMENTS CONTD.

- The Township reserves the right to amend the RFP prior to the RFP due date.
- The official source for the RFP and amendments is bidnet direct(MITN). No other source should be relied on for the official RFP documents. The posting will appear on bidnet direct(MITN).
- Any RFP response must contain all information requested in the RFP.
- By submitting a response to the RFP, it is presumed that the RFP responder understands the RFP and the information requested.
- Any costs, of any kind, incurred by any responder relating to the RFP shall be borne solely by the responder.
- Any RFP response may be withdrawn in writing up to the due date as set forth herein.
- Any RFP response must be executed and dated by a person with full authority to bind the responder to the RFP response submitted.
- Any RFP response shall be deemed to be valid for one hundred eighty (180) days from the due date.
- The Township expressly reserves to reject any RFP response submitted for any reason. The Township reserves the right to negotiate separately with any responder to the RFP after the opening of the proposals.
- Any RFP response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et.seq.
- Questions may be submitted via email to rontabor@sumptertwp.org. Questions shall be submitted by 10:00 am **Thursday June 29, 2026**. The questions will be answered by an issued addendum on or before 4:00 pm **Friday July 3rd, 2026**.

CONTRACT/INSURANCE REQUIREMENTS

Please see attached the **Township of Sumpter Standard Contract Addendum** for contracting and insurance requirements found elsewhere in this document. A certificate of insurance with the Township listed as additional insured will be required prior to starting any work and will need to be maintained for the duration of the project.

Scope of Work

The Township is seeking a primary vendor for a period of two (2) years; the Township reserves the right to exercise an option to renew for two (2) additional 1- year periods. The Township has provided specifications and requirements, which will assist in the procurement of the highest quality services possible to meet the requirements and needs of the Township. The preventable maintenance agreement is NOT a full-service maintenance agreement.

1. Preventable Maintenance Services

A. Locations

The four (4) Township owned buildings that the Service Company will be responsible for preventative maintenance services are as follows:

Township Hall
23480 Sumpter Rd
Belleville, MI 48111

Police Station and Community Center Complex
23501 Sumpter Rd
Belleville, MI 48111

Department of Public Works Building and Garage
23483 Sumpter Rd
Belleville, MI 48111

Fire Station #1
20550 Sumpter Rd
Belleville, MI 48111

B. The Service Company shall be responsible for maintaining ORIGINAL DESIGN PERFORMANCE (ODP) condition for all equipment and systems covered under this specification. The Service Company accepts all equipment and systems AS IS upon submitting this maintenance proposal.

C. Contract for HVAC Maintenance will be awarded to include:

- a) Service Company shall provide a semi-annual cost and annual total for **semi-annual preventative maintenance** for each individual building
- b) Semi-annual inspection services will be conducted on all mechanical equipment to ensure proper operation, calibration, and to make adjustments to keep all mechanical equipment in proper calibration and operation.

- c) Service Company will report to City's Authorized Representative, or his designee, problems or questions that need attention.
 - d) Service Company to provide time and material (T & M) cost estimates for repairs
 - e) HVAC equipment testing and calibration shall be based on manufacturer's recommended maintenance schedule.
 - f) Automatic Temperature Control Maintenance and Repair
- D. All HVAC equipment, devices and systems that are related to the HVAC Systems and Boilers are the equipment to be maintained. A current list of equipment is located at the end of the RFP in Attachment Appendix A.
- E. The awarded contractor will be required to turn over to the Township a complete list of components, including serial numbers and to include belt sizes.
- F. Equipment Included
The preventative maintenance and the responsibility of the Service Company shall not be limited to these major pieces of equipment, but shall also include all devices and systems related to heating, ventilation and air conditioning.

The mechanical maintenance includes all supervision, labor, equipment, parts, materials, services and expertise necessary to perform preventative maintenance and make the repairs and, in addition, the necessary replacement of units.

- a) Heating System – Boilers, burners, furnaces, pumps, heating coils, steam traps, water strainers, unit, duct heaters, heat exchangers, humidifiers, expansion tanks, etc.
- b) Cooling System – Air conditioning compressors, evaporative condensers, air cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, ice pit, related equipment, etc.
- c) Air Handling System – Fans, motors, air grills, plenums, registers, dampers, induction units, mixing boxes, fan coil units, etc.
- d) Temperature Control System – Thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, recorders, control panels, gauges, air compressors.
- e) Miscellaneous Equipment – Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starter to their respective motor, check-valves, refrigerant piping and piping insulation, refrigerant.
- f) Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are non-maintainable or non-moving are not required or included as part of this specification.

- g) The Service Company shall provide a report of any work that is outside the scope of this specification and is in need of attention and that may include such equipment as outlined above.

G. Equipment Not Included

- a) Excluded items shall be considered as: foundations, structural supports, domestic water lines, energy management system digital controls, drains, hydronic and domestic piping, etc.

H. Services Included

The general services listed below shall apply to the systems and equipment used by the Township. This preventative maintenance work shall be provided no less than two (2) times per year, including start-up and shutdown.

- a) Service Company to provide 24-hour notice to the Owner prior to performing scheduled preventative maintenance.
- b) Service Company shall be responsible for scheduling the preventative maintenance and task functions to be performed on each scheduled call per calendar periods and operating procedures as pertinent to each task. Master records shall be maintained and made available to the Owner upon request.
- c) As work is scheduled, the Service Company shall issue, to the mechanic on the job the necessary and appropriate manufacturer's recommended maintenance procedures and listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.
- d) As work is performed, it shall be checked off on the service sheets and then kept on file by the Service Company and a copy shall be left with the Owner. The Owner reserves the right to have access to the Service Company's file within 48 hours of notification to the Service Company. These files must be kept for the life of the contract. This and all other work is to be performed in a professional manner by the properly trained personnel. All maintenance shall include parts, labor and materials. Preventative maintenance call shall include checking the performance of all components and testing, adjusting, calibrating and cleaning of all system components.
- e) The Service Company shall report to the Owner when on the job.
- f) After each service call, a service report shall be left with the Owner, detailing work accomplished.
- g) Two of the scheduled service calls shall include the system start-up and the system shutdown for the appropriate reasons.

I. Required Additional Services

- a) Boilers:
 - 1) At a minimum, the boilers shall have both their fireside and waterside cleaned in the second and fourth years of contract.
 - 2) Any State required boiler testing, if applicable, is to be included in the Preventative Maintenance Agreement at any of the five (5) Township owned buildings included in this contract.

- 3) Boiler Water Treatment – Proposers shall include pricing for the boiler water treatment twice a year during heating season to include:
 - a) Provide all chemicals needed to properly treat the boiler water (includes any shipping costs)
 - b) After each service, provide service report including water analysis and any recommendation to assure proper treatment.

- b) Flue Gas Analysis:
Burners shall be set-up to optimum efficiency at least once annually in the beginning of the heating season. Provide a written report indicating calculated burner efficiency to include excess air and theoretical CO₂.

- c) Control Valves: Annual Inspection:
Inspect and verify operation of control valves on an annual basis. Operation is to be verified by disconnecting from pneumatic system and using squeeze bulb pressure gauge to stroke valve and verify operating spring range. Any leaking shall be repaired.

- d) Thermostats:
Calibrate each thermostat AT LEAST once annually.

2. On-Call Services

The on-call heating and air conditioning services required by the Township are for Township owned facilities located throughout the Township. The Service Company shall perform all unscheduled or emergency work as requested by the Owner's agent to maintain the HVAC equipment in ODP.

A. Locations

On-Call services covers all Township owned locations including the locations listed in Section 1 under Preventative Maintenance, but also include any other township owned structures.

Additional locations to those listed in Section 1 cover under this On-Call Service part of the contract are as follows:

- a) Parks and Recreation Facility
24560 Sumpter Rd
Belleville, MI 48111
- b) Fire Station #2
27997 Sumpter Road
Belleville, MI 48111

Buildings or services may be added to or deleted from the list during the contract term at the discretion of the Township. If the Township requires additions and/or changes, the Township will negotiate the cost of each of such changes with the Contractor. No additional work shall be done without prior written approval by the Township's Authorized Representative, or his designee. If such negotiations fail, the Township may delete the facility from the contract and issue a separate quotation for the facility.

B. Hourly Rate

Hours paid for all on-call services (unscheduled or emergency work) under this contract will be only for productive hours. Time spent for transportation of workers, material acquisition, handling and delivery, is not chargeable directly, but are overhead and the cost will be included in the hourly rate. The Township will accept no proposal with a minimum charge stipulation. The cost for repair will be in hourly rates.

C. Parts and Component Replacements

The Service Company will repair and/or replace worn parts or complete components with new parts. Reconditioned components may be used only when delivery time of new components is extensive and it is mandatory to get a piece of equipment in operation. Replacement under this proposal shall include any device covered in the specifications. Approval by the Owner is required prior to replacement with reconditioned parts.

For those parts of the system that may be U.L. listed, the Service Company will be responsible for the replacing of U.L. listed components with U.L. listed components so as to maintain the entire systems U.L. listing. The Service Company shall not make any modifications to an existing system that will violate the U.L. listing as a system.

All parts, components or devices for the mechanical systems that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components, or devices of the same manufacturer.

When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the new design shall be used as the replacement.

The Service Company shall not be made responsible for repairs or replacements necessitated by reason of neglect or misuse of the equipment

by other than the Service Company, or by reason of any other cause beyond the control of the Service Company, except ordinary wear and tear.

D. Response Time

Contractor must, prior to any work, contact the Township's Authorized Representative, or his designee. Failure to contact the Township's Authorized Representative, or his designee, may result in the unavailability of access to Township Properties. Township properties will remain operative during the work, in the event of an emergency the contractor may have to cease all work until directed by the Authorized Representative, or his designee, to continue with the work.

All unplanned maintenance service under this agreement will be performed during the Owner's normal business hours defined as 7:00 am to 5:00 pm Monday through Thursday.

Every activity performed under this proposal is designed to minimize the incidence of unscheduled or emergency situations; however, back-up service shall be provided as often as needed 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience.

1. Unscheduled service work reported to the Service Company (by telephone or otherwise) shall be performed within four (4) hours of receipt of notification from the Owner.
2. Emergency service work reported to the Service Company (by telephone or otherwise), outside of the Owner's normal business hours, shall be performed within four (4) hours of receipt of notification. The Service Company may charge the Owner that portion of overtime labor cost above the normal hourly rate.
3. Hours paid under this contract for items 1 and 2 above will be only for productive hours. Time spent for transportation of workers, material acquisition, handling and delivery, is not chargeable directly, but are overhead and the cost will be included in the hourly rate. The Township will accept no proposal with a minimum charge stipulation. The cost for repair will be in hourly rates

E. Equipment Shut Down

If, for some unknown reason or reasons, equipment must be shut down for an extended period of time, the Owner shall be notified immediately of the delay and the measures being taken to put the equipment back in service. If, in the Owner's opinion, the repair, replacement or maintenance of equipment will cause undue inconvenience to the occupants, or services of the building, the Service Company will perform the repair, replacement or maintenance work outside of normal business hours, or on weekends, as instructed by the Owner's agent. The Service Company may charge the Owner that portion of overtime labor costs above the normal hourly rate.

- F. A minimum of one (1) or more local HVAC Mechanics employed by the Service Company shall be available to this project twenty-four (24) hours per day, 7-days per week.
- G. The Service Company shall provide the Owner with two (2) local area phone numbers answered by a person, or persons, under direct employment of the Service Company.
- H. Qualified and trained service personnel that are directly employed by the Service Company shall perform services that are to be provided. Under no condition shall the Service Company subcontract any work specified herein without expressed approval by the Owner.
- I. Due to the critical nature of off-hour calls, the Service Company must provide their PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS with their proposal. Failure to submit with the proposal shall result in rejection of the proposal.
- J. The Service Company shall be available, at no additional charge to the Owner, for consultation regarding design changes or equipment selection based on past experiences with similar systems.
- K. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract. The Service Company shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.
- L. Reporting
The Contractor shall report to the Township's Authorized Representative, or his designee, when on the job. After each service call, a service report shall be left with the Township, detailing work performed. A service report shall generally include: type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, hourly rate and summary of work done.

The Township may terminate this contract at any time by giving thirty (3) days written notice. Should cancellation occur, a refund of the sum paid by the Township will be prorated on the basis of unused portion of the contract period paid for, if applicable. No service charge, handling fees or other penalties for cancellation will be assessed.

3. General Requirements

- A. Estimates
The Township's Authorized Representative, or his designee, will authorize all non-emergency work. The successful proposer will provide written "not-to-exceed" estimates on all non-emergency work. The estimate will include the estimated number of hours, hourly rate, number and type of employees

required, estimated material cost and completion date. It will be the successful proposer's responsibility to ensure they have all information to prepare accurate estimates. The Township will not bear costs for work to develop estimates.

The Township reserves the right to solicit quotes for any estimate that exceed twenty-five percent (25%) of the annual contract amount.

Unreasonable estimates will be deemed cause to terminate this contract.

B. Warranty

The successful proposer will provide the Township with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

C. Correction of Work

The successful proposer will promptly correct all work rejected by the Township as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the Township and the selected proposer.

D. Safety Data Sheets

The Township requires a Safety Data Sheet (SDS), where applicable, in compliance with the MIOSHA "Right to Know" Law. A SDS sheet is required for each chemical used under these specifications. Please include a copy of any relevant SDS at the time of quotation submission.

E. Invoices and Payment Terms

All invoices, packing lists and correspondence associated with a purchase should reference the purchase order number.

Invoices for services shall include the following:

1. Purchase Order Number
2. Individual site location
3. Pictures When Possible
4. Date of Service
5. Description of services performed must be identified
 - a) Inspection
 - b) Maintenance
 - c) Repair
 - d) Any combination of the above

Invoices shall be submitted to Sumpter Township Department of Works preferably by email to rontabor@sumptertwp.org or clerk@sumptertwp.org or by mail to 23480 Sumpter Rd Belleville, Michigan 48111.

Payments will be mailed within Sixty (60) days of the receipt and acceptance of merchandise or services rendered and properly completed invoice. Partial payments are not authorized on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Payment will be made after merchandise and/or services have been:

1. Received or completed in full
2. Inspected and found to comply with all specifications and be free of damage or defect
3. Properly invoiced
4. Checks will only be made payable to the Company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."
5. All payments will be mailed; Contractors cannot pick-up checks for services rendered.

The contractor will charge the Township time and materials for the work performed unless otherwise instructed by the Township. The Contractor shall maintain their proposed hourly rates for all labor costs, for a period of not less than two (2) years.

The Contractor shall identify the material mark-up or discount percentage, which shall remain constant throughout the length of the agreement.

The Contractor shall be available, at no additional charge to the City, for consultation regarding design changes, equipment selection, site visits, meetings, estimates and/or quotes. Man hours are only for productive hours. The Township will accept no quotation with a minimum charge stipulation. The cost for repair will be in hourly rates. The Township does not pay for quotation preparation.

F. Addenda

It shall be the proposer's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

G. Option to Renew

The successful proposer will be awarded a two (2) year contract. This contract may be extended for an additional two (2) one (1) year periods, provided all terms and conditions remain in full force and effect. No contract shall be automatically renewed at the end of any contract term.

H. Assignment of Agreement and Other Contractors

The proposer shall not subcontract any or all portions of the work unless the Township grants prior written approval. Any subcontractor, as approved, shall be bound by the terms and conditions of this contract.

The agreement shall be binding on the parties and their heirs, successors and assignees. Neither party may assign, transfer nor shall subcontract its interest in whole or in part without first obtaining the written prior approval of the Township before any consent to assign is given, the successful proposer and its assignee bring current all moneys owing to the Township. No consent shall be given by the Township unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

The Contractor/Vendor shall not assign the Agreement or any part thereof without the written consent of the Township. The Township reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement. The Contractor shall coordinate his work with theirs. If any part of the Contractors work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

I. Materials

All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Agreement shall be new and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used. All parts removed for replacement become the property of the Township and shall remain at Township facilities, unless otherwise directed by the Township's Authorized Representative, or his designee. All stocked supplies, parts or components remain the property of the successful proposer until such supplies, parts, and repair components are used or installed in or on the Township's premises or equipment. The Township shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, equipment and/or articles are removed, or to declare the Agreement forfeited for non-performance or not being executed according to the intent or meaning of the Specifications or other documents used in conjunction with this Work.

J. Use of Township Premises

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his employees to the limit indicated by law,

Ordinances, permits, or directions of the Township and shall not unnecessarily encumber the premises with his materials or equipment. Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of the Township business. Contractor shall remove all rubbish and debris from Township property and legally dispose of it.

K. Damages

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the Township's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

L. Workmanship, Permits and Inspections

All work under the resulting contract will be performed in a skillful and workmanlike manner. The Township may, in writing, require the successful proposer to remove any employee from work that is not performing to the satisfaction of the Township. The Contractor shall obtain all necessary permits required by laws and regulations, give all required notes, and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being done. The Contractor shall deliver to the Township certificates of inspection where such are required. Any inspection by the Township does not relieve the successful proposer from any responsibility regarding defects or other failures to meet the contract requirements.

M. Regulations and Safety Guidelines

All Contractors and subcontractors performing services for the Township are required and will comply with all Occupational Safety and Health Administration (OSHA), State and Township Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

All Contractors and subcontractors shall perform all work in accordance with applicable local, State, and Federal laws, rules and regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the Township's Authorized Representative, or his designee, and personnel directly affected by the work

of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

N. Fiscal Non-Appropriation Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the Township shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

O. Bankruptcy or insolvency

In the event bankruptcy proceedings are commenced by or against the awarded vendor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the Township shall be entitled to terminate without further cost or liability. The Township may cancel the Agreement/Contract or affirm the Contract and hold the vendor responsible for damages.

P. Contractor Performance Language

Contractor should make customer satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to the customer service oriented, and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and commit to offering the highest degree of service to the public. If, in the Township's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set forth by this Contract and is subject to termination for breach of contract.

Q. Non-Discrimination

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the Township shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this

Contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

R. Prior Award

There is no prior award issued.

S. Silence of Specifications

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

T. Termination of Contract

The Township of Sumpter reserves the right to terminate the contract without penalty upon thirty (30) day written notice due to poor performance or for reasons deemed to be in its best interest. The Township's Authorized Representative will be solely responsible for determining acceptable performance levels.

His/her decision will be deemed in the Township's best interest and will be final. The Township reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest. No service charge, handling fees or other penalties for cancellation will be assessed.

4. Proposer Qualifications

The following requirements shall be considered as the minimum standards for a Service Company to be considered as qualified to provide services under this contract, and shall be prerequisite to any award. The information shall be included on the PROPOSAL FORM as indicated.

A. The Contractor shall be properly licensed to perform the work described in these specifications, including boilers.

B. A period of five (5) years experience in the performance as a heating and air conditioning contractor shall be considered minimum.

C. The Contractor shall maintain a local office that is within a twenty five (25) mile radius of the Township facilities to be serviced under this specifications. The local office shall have an adequate inventory of replacement parts and components, as well as the proper tools and test equipment to maintain all systems under this contract.

- D. The Service Company shall have a uniform and detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated and processed. The Service Company's preventative maintenance program shall be computer generated, based on manufacturer's recommended maintenance procedures and a historical data bank of similar equipment. Simple computer based, run time only or hand-scheduled programs are not acceptable. The Service Company's service mechanics must use and provide to the Owner for approval upon completion on each service call, copies of the computer generated sheets defining the tasks performed on each piece of equipment.
- E. The Contractor shall provide, with their proposal, a breakdown of their business by percentage of construction versus service work.
- F. The Contractor's preventative maintenance program shall be based on the manufacturer's recommended maintenance procedures.
- G. The Contractor shall provide with their proposal, the licenses of personnel to be associated with this contract. Minimum qualifications for these employees shall be as follows:
- HVAC Mechanic:
- Minimum of three (3) years as a licensed Journeyman.
 - License shall be for Unlimited Mechanical, with or without fire suppression
 - A current copy of the license shall be submitted to the Township each year of the contract
- Boilers:
- Must hold a State of Michigan Mechanical Contractors Unlimited Heating Service License.
 - A current copy of the license shall be submitted to the Township each year of the contract.

5. Proposer Requirements

- A. The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.
- B. The Contractor selected shall be required to execute an agreement for services. The contract shall begin as soon as possible and continue for a period of two (2) years; the Township reserves the right to exercise an option to renew for two (2) additional 1-year periods.
- C. Both parties must agree that this agreement is not transferable or assignable. Qualified and trained service personnel that are directly employed by the Contractor shall perform all work. To ensure accountability, no subcontractors will be allowed without prior written approval from the Township.
- D. It is agreed that the Township's Authorized Representative, or his designee, will provide general access to all devices, which are to be serviced. The

Contractor shall arrange with and shall be directed by the Township when electrical power must be shut down to effect repairs or installation of new devices. The Township will take responsibility where such access is denied.

- E. Contractors will be responsible for carefully examining the proposed work sites and to judge for themselves the nature of the work to be done. Proper equipment and care shall be used to prevent unnecessary damage to areas around the work to be performed.
- F. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed, as requested by the Township. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract.
- G. No proposal will be allowed to be withdrawn after it has been deposited with the Township, except as provided by law. All proposers are held to prices proposed for 90 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.
- H. Awarded contractor will also be required to attend an on-boarding meeting at the beginning of the contract to review the Township's goals, procedures and policies and procedures of the contract.

6. Selection Criteria

Proposals will be evaluated and scored. The Township of Sumpter reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the Township, including, but not limited to the following:

1. Experience/Qualifications:

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The Township will require proof of these qualifications. Proposer shall provide information to the Township demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the Township in determining the abilities of the Proposer.

2. Capacity:

The Service Company should clearly identify its capability to perform the work as outlined in the specifications. The Service Company should clearly identify all disciplines available within the company and those areas that would be subcontracted. Proposers should clearly identify all available resources within the company and those that are proposed to be subcontracted by others.

Provide number of full-time/part-time employees and availability to provide on-call services.

3. Comparable Work:

Provide a list of comparable projects within the last three (3) years that have been successfully completed by your firm. Include municipal related work as well as private sector references.

4. Methodology:

The Service Company should identify its approach to maintaining operating efficiency of HVAC equipment under their control.

5. Cost:

Cost Proposals per Proposal Form to include hourly rates as well as yearly preventative maintenance lump sum cost.

A. General Terms and Conditions

- A. All correspondence or inquiries from interested firms regarding this proposal shall be directed in writing to the attention of Ron Tabor, Director of Public Works, 23480 Sumpter Road, Belleville, Michigan 48111; telephone 734-461-6201 ext 2280; Rontabor@Sumptertwp.org. Only the person designated above is authorized to see additional information from prospective firms regarding their proposal. Correspondence or inquiries made directly to firms regarding their proposals from other persons are to be directed to the employee designated above for appropriate review and response.
- B. No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township of Sumpter upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Township.
- C. The Township reserves the right to reject any and all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interest of the Township.
- D. The Township reserves the right to hold the proposal for up to ninety (90) days before action thereon. In awarding a contract, the Township has the right to consider all elements entering into the question of determining the responsibility of the proposer.
- E. All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the Township unless requested otherwise at the time of submission. Michigan Freedom of Information Act (FOIA) requires that disclosure, upon request, of all

public records that are not exempt from disclosure under Section 12, of the Act which are subject to disclosure under the Act; therefore confidentiality of information submitted in response to this Request for Proposals is not assured.

- F. Any proposal which is incomplete, conditional, obscure or which contains additions not called for, or irregularities of any kind, may be cause of rejection of proposal.
- G. Any deviation from the scope of work must be noted in the proposal
- H. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under the Equal Employment Opportunity (EEO).
- I. The Township is exempt from all sales, excise and transportation taxes. Any unit prices shall be exclusive of all such taxes and will be so construed.
- J. The selected proposer shall comply with all Federal, State and local laws, ordinances, policies and regulations required for this project.
- K. **Faxed proposals will not be accepted. Late proposals will not be accepted.** All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
- L. All names of proposer will be read publicly at the date and time specified. Each proposal shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Policy of the Township of Sumpter and the requirements of this notice to be deemed responsive.
- M. Proposers should note that a RFP is considered to be under evaluation from the Opening Date until contract award. The contracting officer is restricted from giving any information relative to the progress of the evaluation during this time, except as described in other areas of this RFP and as required to administer the evaluation process. Award notice will be posted on the MITNwebsite.
- N. The Township reserves the right to negotiate separately with any proposer after the reading of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the Township.
- O. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of

the contract and all proposers shall be bound by such changes or addenda.

- P. The Township reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the Township. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proposer to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Township Board of Trustees of Sumpter Township.
- Q. The proposer will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, tools, equipment, material and supplies, except as may otherwise be specified as "furnished by the Township."
- R. The proposer shall not subcontract any or all portions of the work unless the Township grants prior written approval. Any Contractor so approved, shall be bound by the terms and conditions of this contract. The Contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Township of Sumpter for such acts or omissions.
- S. All work shall meet with the approval of the Township's Authorized Representative, or his designee, as conforming to the provisions and requirements of this contract.
- T. All heating, ventilation and air conditioning services shall be conducted in a manner that will not create a hazard, nor hinder Township operations. The safety of the Township employees, contractor's employees and the public is of prime concern to the Township, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.
- U. Regular and routine work shall be performed under this contract during regular business hours. Work after regular business hours requires authorization by the City's Authorized Representative or his designee.
- V. Contractors must present themselves to the Township's Authorized Representative, or his designee, each day that work is performed and indicate where the work is to be performed.
- W. Contractor may be required to sign in and sign out each day, indicating date and time.

- X. Access to secured areas will be controlled by Township personnel who will accompany Contractor's personnel.
- Y. The Contractor will supervise and direct the work efficiently with due care, skill and attendance. The Contractor will be responsible to ensure that the finished work complies accurately with the specifications.
- Z. The Contractor will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor will designate a representative who will be present at job sites and will have the authority to act on behalf of the Contractor. The Contractor's representative will not be replaced without prior written notice to the Township. All communications given to the Contractor's representative will be as binding as if given to the Contractor.
- AA. The proposal shall be made on the attached blank forms designated for such purpose. All items in this proposal must be completed with a response and shall be completely filled out to contain all the required information and must be properly signed. Proposers not responding to any of the specifications or questions may be classified as unresponsive. Supplemental information may be attached.
- BB. All licenses required by the State of Michigan and/or the Township, which are necessary to perform this Contract, must be obtained prior to the award and maintained for the length of this contract.
- CC. Vendor is required to obtain all necessary permits from the Township Inspection Department 734-461-6201. Permit fees would be waived.
- DD. The appropriate insurance coverage shall be maintained during the length of the contract in the amounts shown herein.
- EE. In the case of any discrepancies, the subject shall be referred to the Owner's Agent for decisions and the decision of the Owner's Agent shall be binding and without such decision adjustment shall not be made by the Contractor save at his own risk.
- FF. The Owner's Agent may review at any time the services provided and reports submitted to verify that the Preventative Maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints or deficiencies in the performance of the services shall be submitted to the Service Company, verbally or otherwise, for correction. Failure of the Service Company to correct the deficiencies within fourteen (14) days after notification shall constitute cause for termination of the services and/or withholding payment.
- GG. The Owner will provide reasonable means of access to all equipment

covered by this proposal. The successful Service Company will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with the Township's Authorized Representative, or his designee. The Township will take responsibility for equipment malfunction where such access is denied.

HH. Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the Township and shall not submit a bid.

II. Insurance Requirements - The vendor shall not commence work until he has obtained and delivered to the Township the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the Township and licensed and admitted to do business in the State of Michigan.

PAGE LEFT BLANK

VENDOR QUESTIONNAIR AND PROPOSAL FORMS

Firm Name: _____

Firm Address: _____

City: _____

Telephone Number: _____ Fax: _____

Authorized Representative: _____

Authorized Representative Email Address: _____

Firm Established: _____ Years in Business: _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your Company performed HVAC maintenance work? _____ Years

What percentage of your Company's business is maintenance work? _____%

Does your Company have a uniform and detailed method by which preventative maintenance tasks are defined, scheduled, recorded, Updated and processed? (Circle one) Yes or No

Does your Company use a computer-generated preventative Maintenance program? (Circle one) Yes or No

If yes, is this program based on manufacturers recommended maintenance procedures and historical data of similar equipment? (Circle one) Yes or No

Provide samples of the computer generated preventative maintenance task sheets the mechanics use that defines the tasks to perform on each piece of equipment. Simple computer based, run time only or hand-scheduled programs are not acceptable. Failure to submit this information with the proposal will result in rejection of the proposal.

Are sample computer generated preventative maintenance ask sheets included in your proposal response?

Yes No

Will your Company provide a specific HVAC Mechanic To the Township?

Yes No

List the licenses held by the HVAC mechanic assigned to the Township:

What training has the HVAC mechanic received?

Will a Service /Account Manager be assigned to the Township?

Yes No

How many years of experience does the Service/Account Manager have in HVAC maintenance and repair

_____years

How many years of experience does the Service/Account Manager have in managing service maintenance accounts?

_____years

Will the Service/Account Manager be available on-site When requested by the Township?

Yes No

List two (2) documented contracts similar to that of this specification with documented **preventative maintenance and/or continuous full-service for at least five (5) years**. Failure to submit this information with the proposal shall result in the rejection of the proposal.

(1)

Company: _____

Company Address: _____

Contact Name: _____

Contact's Email: _____ Contact Phone: _____

Length of Contract: _____

Type of equipment covered under contract:

(2)

Company: _____

Company Address: _____

Contact Name: _____

Contact's Email: _____ Contact Phone: _____

Length of Contract: _____

Type of equipment covered under contract:

List three (3) customers with whom the Service Company, for at least one year, has preventative maintenance service contracts similar to that of this specification. This evidence must include at least name, address, phone number and type of equipment maintained. Failure to submit this information with the proposal shall result in the rejection of the proposal.

(1)

Company: _____

Company Address: _____

Contact Name: _____

Contact's Email: _____ Contact Phone: _____

Length of Contract: _____

Type of equipment covered under contract:

(2)

Company: _____

Company Address: _____

Contact Name: _____

Contact's Email: _____ Contact Phone: _____

Length of Contract: _____

Type of equipment covered under contract:

(3)

Company: _____

Company Address: _____

Contact Name: _____

Contact's Email: _____ Contact Phone: _____

Length of Contract: _____

Type of equipment covered under contract:

Provide response time during normal business hours
(Monday – Friday 7:00 am – 5:00 pm) _____ hours

Provide response time after hours
(Monday – Friday 5:00 pm – 7:00 am, Sat., Sun. & Holidays) _____ hours

Procedure for After-hours and Emergency Calls:

Failure to submit with proposal shall result in rejection of proposal

Provide the PROCEDURE FOR HANDLING NIGHT, WEEKEND CALLS AND/OR EMERGENCY CALLS. Include response times.

Provide the two (2) local area phone numbers, answered by a person/s under direct employment of the Service Company:

Before submitting a proposal, each proposer must make a careful study of the specifications and fully assure himself/herself as to the extent of the work, the type and quality of the materials, and the type and quality of the workmanship required. Should his/her proposal be accepted, he/she will be held responsible for any misunderstanding or error, whether or not it is the result of his/her unfamiliarity with the work. The proposal for this work must cover all contingencies, including all labor and material, scaffolding, equipment, rigging, tools, transportation, etc., necessary for the complete service on everything described, shown or reasonably implied herein. These specifications include all labor, materials, equipment, replacement parts, etc., necessary to keep all systems within operating condition.

(Remainder of Page intentionally left blank)

PREVENTATIVE MAINTENANCE PRICING PROPOSAL

The wording of this Proposal shall be retained throughout, without change, alteration or addition. Any change in the wording may cause a proposal to be rejected.

And likewise having inspected the site of the conditions affecting and governing the work of said proposal, the undersigned hereby proposed to furnish all material and to perform all labor as specified and described in said specifications for the said work for the following sum:

Base Proposal – Preventative Maintenance shall be done semi-annually at each separate location; provide a semi-annual and yearly lump sum for each building serviced under this contract:

Base Proposal:

Locations	Preventative Maintenance Inspection Semi- Annually (2 visits per year)					
	Year 1			Year 2		
	Price Per Visit	Visits	Extended Cost	Price Per Visit	Visits	Extended Cost
Township Hall	\$	2	\$	\$	2	\$
Fire Station #1	\$	2	\$	\$	2	\$
Police Station/Community Center	\$	2	\$	\$	2	\$
DPW Offices and Garage	\$	2	\$	\$	2	\$
LUMP SUM TOTALS	\$	12	\$	\$	12	\$

Renewal Years

Locations	Preventative Maintenance Inspection Semi- Annually (2 visits per year) OPTION YEARS					
	Renewal Year 3			Renewal Year 4		
	Price Per Visit	Visits	Extended Cost	Price Per Visit	Visits	Extended Cost
Township Hall	\$	2	\$	\$	2	\$
Fire Station #1	\$	2	\$	\$	2	\$
Police Station/Community Center	\$	2	\$	\$	2	\$
DPW Offices and Garage	\$	2	\$	\$	2	\$
LUMP SUM TOTALS	\$	12	\$	\$	12	\$

ON-CALL SERVICES PRICING

On the following tables, provide the hourly rate for employees that will perform work under the on-call specifications listed. All rates are to include any additional costs, including travel time, etc.....

Base Contract - First Year

Classification	Hourly rate (7:30am-6pm) Monday- Friday	Hourly rate (after 6pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)		
			Saturday	Sunday	Holiday

Base Contract – Second Year

Classification	Hourly rate (7:30am-6pm) Monday- Friday	Hourly rate (after 6pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)		
			Saturday	Sunday	Holiday

ON-CALL SERVICES PRICING Cont.

Renewal Contract - Third Year

Classification	Hourly rate (7:30am-6pm) Monday- Friday	Hourly rate (after 6pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)		
			Saturday	Sunday	Holiday

Renewal Contract – Fourth Year

Classification	Hourly rate (7:30am-6pm) Monday- Friday	Hourly rate (after 6pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)		
			Saturday	Sunday	Holiday

If MARK-UP:

Is the mark-up percentage over wholesale cost? _____

What is the mark-up percentage? _____%

OR

IF DISCOUNT

Is the discount percentage less list cost? _____

What is the discount percentage? _____%

Acknowledge that the percentage shall remain firm throughout the entire contract term:

_____ _____
Yes No

Trip Charges.

Trip charges are to be included in hourly rates. No additional travel charges will be allowed.

Other Charges.

Are there any other costs or charges that _____
Have not been addressed? Yes No

If yes, identify, explain how charged and include costs:

Adequate explanation of other charges must be clearly identified; otherwise, will not be accepted.

Would the Service Company be using sub-contractors for any work that may be performed under the specifications or that the Owner may request?

_____ _____
Yes No

Provide examples of sub-contractors that may be utilized by the Service Company:

If subcontractors are to be utilized, clearly define hourly rates and additional costs including any administrative overhead.

Include the following information with the proposal:

- Provide a sample "Service Agreement" used by the Service Company for contracts of this nature.
- Provide a resume of the Company enumerating on the firm's capability to accomplish the work outlined in these specifications, the approach or methodology of the service and the company's understanding of the relationship between the HVAC equipment and a computerized energy management system.

_____ Can you meet the Township's Insurance requirements? Yes No

_____ Have you provided a completed W-9? Yes No

Provide address of facility and distance (in miles) from Sumpter Township:

Address: _____; located _____ miles
_____ from Sumpter Township Hall.

List exceptions, substitutions, deviations, etc..:

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide **heating, ventilation and air conditioning contractor services** for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award of the proposal, and that, if chosen as the successful vendor, the prices will remain firm through the term of the contract.

The proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any advantage against the Township of Sumpter.

The proposer in submitting this proposal agrees that the proposer shall include in their resume any and all information pertinent to aiding the Township in determining the abilities of the proposer. Proposer shall submit, along with their proposal, a list of their equipment for Township inspection. Proposer shall execute a contract awarded on the basis of this proposal within the fourteen (14) days after being notified to proceed with work.

Authorized Representative's Name: _____

Title: _____

Signature: _____

Date: _____

Township of Sumpter Standard Contract Addendum

Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract or extensions thereof, use every best effort and endeavor to promote the interests of the TOWNSHIP and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

The parties understand and agree that the TOWNSHIP may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

This Contract is to be performed in Wayne County, Michigan, and all legal venue shall exclusively lie therein.

The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.

This Contract shall be governed by and construed in accordance with the laws of Michigan.

Independent Contractor. The relationship of the CONTRACTOR to the TOWNSHIP is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Waiver of Liability. The CONTRACTOR hereby waives any claim against the TOWNSHIP and agrees not to hold the TOWNSHIP liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the TOWNSHIP acting within the scope of their employment. It further agrees to hold the TOWNSHIP harmless from any such claim by its employees or associates.

For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "TOWNSHIP" shall be deemed to include the Township of Sumpter and all other associated, affiliated, allied or subsidiary entities, or elected and appointed officials, board members, commissions, officers, directors, agents, representatives and employees.

The following Indemnification agreement shall be, and is hereby, a provision of the Contract:

The CONTRACTOR agrees to protect, defend, indemnify and hold the TOWNSHIP and its elected and appointed officials, board members, commissions, officers, directors, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, attorney fees, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Insurance.

The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the TOWNSHIP in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the TOWNSHIP. All policies and certificates of insurance shall be approved by the TOWNSHIP prior to the inception of any work.

The insurance requirements of this Contract Addendum shall be in addition to, and complementary to, any specific insurance requirements set forth in any Request for Proposal (RFP) presented by the TOWNSHIP. In any conflict between the insurance requirements set forth herein and any provided for in an RFP, the terms and requirements of the RFP shall govern.

Each certificate or policy shall require that, thirty days prior to cancellation or any material change in the policies, notice thereof shall be given to the TOWNSHIP by registered mail, return receipt requested. All such notices shall name the CONTRACTOR and identify the Contract number.

All property losses shall be made payable to and adjusted with the TOWNSHIP.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage's required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a

financial rating not lower than XI and a policy holder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the TOWNSHIP.

All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

The clause "other insurance provision" in a policy in which the TOWNSHIP is named as an insured, shall not apply to the TOWNSHIP.

The insurance companies issuing the policy or policies shall have no recourse against the TOWNSHIP (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

The TOWNSHIP (at its option) shall be listed as an Additional Named Insured on the following insurance coverage's provided by the CONTRACTOR.

- 1) Comprehensive General Liability
- 2) Automobile Liability

The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverage's:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the TOWNSHIP, the TOWNSHIP may

pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to be come due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the TOWNSHIP.

If at any time any of the foregoing policies shall be or become unsatisfactory to the TOWNSHIP to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the TOWNSHIP, the CONTRACTOR shall upon notice to that effect from the TOWNSHIP promptly obtain a new policy, submit the same to the TOWNSHIP for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the TOWNSHIP, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The Township of Sumpter, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the TOWNSHIP and within appointment of its operating budget, including the Township of Sumpter, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the TOWNSHIP of Sumpter."

Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the TOWNSHIP in writing of the existence and nature of the said conflict of interest.

Contingent Fees . The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the TOWNSHIP shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or

Otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Contract.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

16. Not in Default to TOWNSHIP. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the TOWNSHIP, and that there are no unpaid taxes, real or personal, owed to the TOWNSHIP by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the TOWNSHIP and is in compliance with all Van Buren TOWNSHIP codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

17. American's With Disabilities Act Compliance. If this Contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by

individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including, but not limited to, 28 C.F.R. §§ 35.151(b), (c), (e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

18. In accordance with the Iran Economic Sanctions Act, MCL 129.311, et. al., CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

19. The Contract and its attachments are the sole contract and agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ Day of _____, 2026

Contractor

By: _____

Print Name

Its: _____

Township of Sumpter

By: _____

Tim Bowman, Supervisor

By: _____

Don LaPorte, Clerk

