



Cooper Charter Township

1590 West D Avenue
Kalamazoo, Michigan 49009-6321
(269) 382-0223

Cooper Township Office Addition Renovation Project

Notice to Bidders

Sealed bids will be received by Cooper Township, at its offices at 1590 West D Ave, Michigan 49009, until **April 26, 2023, 2:00 PM**, at which time the bids will be publicly opened and read for the following:

OFFICE ADDITION AND RENOVATIONS

Scope of Work:

The demolition work shall generally include the demolition of the interior walls, ceilings, etc. and rework of all current office, entry, garage and storage areas.

The new construction shall generally include new 3,602 square foot structure, wood frame attached to the north side of existing building, with wood trusses including over build of existing. New windows and entry doors and wall finish in the non-brick exterior wall. New ceiling, walls, flooring, doors and finishes, including new HVAC, plumbing and electrical. There is a new garage in the northwest corner. Additionally, a new parking lot to the north, with new entry drives from both D Avenue and Douglas.

CONTRACTOR PRE-BID MEETING

COOPER TOWNSHIP will select from among the Contractors which participate in the pre-bid meeting scheduled March 22, 2023, at 1:00 p.m. at COOPER TOWNSHIP to discuss qualifications, capabilities, experience, and to answer any questions.

Bids must be received by COOPER TOWNSHIP in sealed envelopes with the Project Name, Name of proposed Contractor and date to be opened clearly marked.

COOPER TOWNSHIP reserves the right to reject any or all bids and to waive irregularities in any bid and to award the bids(s) COOPER TOWNSHIP deems its best interest.

The Notice to Bidders document is available online at www.coopertwp.org; or by visiting the COOPER TOWNSHIP offices.

If there are questions about the specifications or the project, please call Bruce VanderWeele at VanderWeele Design at (269) 372-7227 or Jeff Sorensen, at 269-382-0223

INSTRUCTIONS TO BIDDERS

The proposal (also called a "bid") shall be legibly prepared in ink or typed on the bidding blank furnished. Prices must have specific dollar values unless otherwise requested on the bid document. Any proposal not stated in dollar value will be disqualified as non-responsive. If any price already entered by the bidder is to be altered, it shall be crossed out with ink, the new price entered above it with ink and initialed by the bidder, also in ink. Proposals prepared with pencil will be rejected.

All proposals must be submitted in sealed envelopes bearing the name of the bidder and a notation in the lower left corner indicating item for which the proposal is submitted. Proposals must be received in the business office by the time specified on the cover documents.

Invoices will be processed for payment within thirty (30) days after receipt and authorization of invoice. Cash discounts, if any, shall be based on a period of 30 days or more after the delivery of the purchased item or service, following invoice delivery. Lesser periods will not be considered in the awarding.

Material Safety Data Sheets (MSDS) must be submitted with any proposal for a product or service that requires a MSDS. MSDS are kept on file at COOPER TOWNSHIP, and contractors can review for MSDS materials housed or used by COOPER TOWNSHIP.

Bidders must comply with applicable laws, including the Federal Civil Rights Act of 1964, the Federal, State and Local Fiscal Assistance Act of 1972, and all rules and regulations issued there under, as well as the applicable portions of the Elliott-Larsen Civil Rights Act and the Michigan Handicappers' Civil Rights Act being Article 2, Act No. 220, Public Acts of 1976, as amended. Specifically, all bidders, contractors and subcontractors are required not to discriminate against any employee of applicant for employment with respect to such person's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age or sex or protected classes as defined by law.

COOPER TOWNSHIP, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and applicable regulations, notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

GENERAL INFORMATION

A. INTRODUCTION

COOPER TOWNSHIP invites qualified Contractors to submit proposals for the purpose of providing Contractor services for the COOPER TOWNSHIP Office Renovations.

B. PRIMARY POINT OF CONTACT

This Notice to Bidders is issued by COOPER TOWNSHIP, which will be the primary point of contact. All technical questions regarding the Notice to Bidders on the project are directed to Bruce VanderWeele at VanderWeele Design, (269) 372-7227.
Email: bvanderweele@vanderweele.com.

C. TYPE OF CONTRACT

COOPER TOWNSHIP will notify the proposer with the successful bid within fourteen (14) days after bid opening. The Contract will include the terms of this Notice to Bidders in combination with a standard form of agreement acceptable to COOPER TOWNSHIP. The contract is anticipated to be executed within thirty (30) days after bid opening.

The bid award will be based upon a Contractor's response to Notice to Bidders. The bid award will be based on the bid submitted with a specified maximum, not to be exceeded.

D. REJECTION OF PROPOSALS

COOPER TOWNSHIP reserves the right to reject any and all proposals received as a result of this Notice to Bidders, to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of COOPER TOWNSHIP. COOPER TOWNSHIP does not intend to award the bid solely on the basis of any response made to this Notice, or otherwise pay for the information solicited or obtained.

E. INCURRING COSTS

COOPER TOWNSHIP is not liable for any costs incurred by the Contractor prior to bid award.

F. ADDENDA TO THE BID

If any addenda to this Notice to Bidders are issued, the addenda will be provided to all contractors who have requested a copy of, or have responded to, Notice to Bidders and on the COOPER TOWNSHIP website www.coopertwp.org.

G. PROPOSALS

To be considered, Contractors must submit a completed response to this Notice to Bidders using the format provided. Each proposal must be submitted in three (3) copies to the COOPER TOWNSHIP Clerk's Office. The response to this Notice to Bidders must remain valid for at least ninety (90) days.

H. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a concise description of the Contractor's ability to meet the requirements of the Notice to Bidders.

GENERAL REQUIREMENTS

A. PROPOSAL ELEMENTS

All Contractors shall complete all elements in the proposal requirements. Please attach extra sheets and identify the information by corresponding question numbers. FAILURE TO DO SO MAY BE CAUSE FOR REJECTING A PROPOSAL AS NON-RESPONSIVE.

B. NO THIRD-PARTY RIGHTS

The Contract to be made is solely for the benefit of COOPER TOWNSHIP and the Contractor awarded the job and is not made for the benefit of any third party.

C. POST PROPOSAL INFORMATION

After proposals are opened, COOPER TOWNSHIP may request further proposal information or clarification. Requested information shall be provided by the respondent either in writing or by oral presentations. All costs incurred in connection with responding to any request shall be borne by the respondent.

D. PARTIAL INVALIDITY

COOPER TOWNSHIP intends that each provision in the Contract will comply with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in the Contract are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and, if such court should declare such portion, provision or provisions unlawful, then the remainder of the Contract shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and interest of COOPER TOWNSHIP and Contractor under the remainder of the Contract shall continue in full force and effect.

E. OWNERSHIP OF DOCUMENTS

All drawings, plans and specifications prepared under the terms of the proposal, or the Contract shall be delivered to and become the property of COOPER TOWNSHIP. All charts, sketches or any other data prepared shall be delivered to COOPER TOWNSHIP upon request with no restriction or limitation on their future use.

F. PROPOSAL PRICE AND EXPENSE

The total fees and costs proposed shall include all the services as requested including, but not limited to, the services requested for providing reports, project monitoring and all expenses incidental to providing these services and goods including telephone, photocopying, etc.

TERMS AND CONDITIONS

A. AWARD OF CONTRACT

1. The Contract will be awarded to the responsible Contractor whose proposal, conforming to this solicitation, will be most advantageous to COOPER TOWNSHIP according to the criteria outlined herein. COOPER TOWNSHIP reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
2. Notification of award will be in writing by COOPER TOWNSHIP. Upon notification, the Contractor ("Contractor") shall submit to COOPER TOWNSHIP all required insurance certificates and such other documentation as may be requested or required by COOPER TOWNSHIP.
3. Unilateral changes in proposal prices by the Contractor shall not be allowed. However, COOPER TOWNSHIP, at its sole option, reserves the right to negotiate with Contractor.
4. COOPER TOWNSHIP and the Contractor awarded the project shall enter into a standardized form of contract such as an AIA form, modified with the appropriate details.

B. DISCLOSURE OF PRICE DETERMINATION

After Contract award, a summary of total price information for all submissions will be available for review by those Contractors participating in the bidding process.

C. SUBCONTRACTORS - NON-ASSIGNMENT

Contractor shall state in writing all subcontractors to be associated with the proposal, including the type of work to be performed. The Contractor shall cooperate with COOPER TOWNSHIP in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contract resulting from the proposal shall not be transferred, assigned, or sublet without prior written consent of COOPER TOWNSHIP.

D. TAXES

COOPER TOWNSHIP is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the Contractor may not be exempt from the taxes and COOPER TOWNSHIP is making no representation as to any such exemption.

E. INVOICING AND PAYMENTS

The Contractor must submit an invoice monthly for the work completed during the month. Payment under the Contract entered as a result of the award will be made monthly in the next billing cycle following receipt of the Contractor's billing statement and processing by COOPER TOWNSHIP. The Contractor's billing statement must include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as materials and other eligible non-overhead costs.

F. CHANGES AND/OR CONTRACT MODIFICATIONS

COOPER TOWNSHIP reserves the right to increase or decrease services or requirements, or make any changes necessary at any time, during the term of the Contract. Price adjustments due to any of the changes shall be negotiated and mutually agreed upon by the Contractor and COOPER TOWNSHIP.

Changes of any nature, after Contract award, that reflect an increase or decrease in requirements or costs shall not be permitted without prior written approval by the COOPER TOWNSHIP.

G. LAWS, ORDINANCES AND REGULATIONS

The Contract and the bid process shall be governed by the laws of the State of Michigan.

The Contractor shall keep itself fully informed of all local, state, and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Contractor and/or employees shall, always, comply with such laws, ordinances, and regulations.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Contractor.

H. INDEPENDENT PRICE DETERMINATION

1. By submission of a proposal, the Contractor certifies that in connection with the proposal:
 - a. The prices in the proposal have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor, and will not knowingly be disclosed by the Contractor, prior to award, directly or indirectly to any other Contractor, or to any competitor; and
 - c. No attempt has been made or will be made by the Contractor to entice any other person or Contractor to submit, or not to submit, a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that either:
 - a. They are the person(s) in the Contractor's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated, and will not participate, in any action contrary to the above; or
 - b. They are not the person(s) in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to the requirements of this Notice to Bidders.

I. RIGHT TO AUDIT

COOPER TOWNSHIP or its designee shall be entitled to audit all the Contractor's records regarding the project, and shall be allowed to interview any of the Contractor's employees, throughout the term of the Contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

1. The Contractor's compliance with Contract requirements,
2. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

J. HOLD HARMLESS

If the acts or omissions of the Contractor or its subcontractors, employees, agents or officers, cause injury to person or property, the Contractor shall defend, indemnify, and save harmless COOPER TOWNSHIP, its agents, board members, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind. The Contractor shall require its subcontractors to provide a similar indemnification.

K. INDEPENDENT CONTRACTOR

At all times, the Contractor and its employees, its subcontractors, and their employees shall be considered independent contractors and not as COOPER TOWNSHIP employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline its employees and workers.

M. PROGRESS REPORTING

The Contractor will submit, along with the billing statement, written summary reports of progress which outline the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, and any problems which have arisen or may arise which should be brought to the attention of COOPER TOWNSHIP and may need approval for significant deviation from work previously agreed upon.

N. RESPONSIBILITIES

COOPER TOWNSHIP agrees to provide reliable information regarding its requirements for the project and, at its expense, shall furnish the information, surveys, and reports, if any, as described in the specifications. In addition, COOPER TOWNSHIP agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time.

O. USE OF DOCUMENTS PROVIDED TO COOPER TOWNSHIP

All bids, plans, drawings, and specifications provided to COOPER TOWNSHIP under this Agreement shall become property of the COOPER TOWNSHIP and shall be deemed public records as required by Michigan law. COOPER TOWNSHIP shall be entitled to use such

documents for its own municipal purposes only and shall have no authority to sell them at a profit to any third party. Any use of such documents by COOPER TOWNSHIP for municipal purposes not related directly or indirectly to the scope of the services provided for by this Agreement shall create no liability for the Contractor.

P. CONFLICT OF INTEREST

The Contractor shall not be allowed to work as a Contractor or subcontractor on any project within the scope of the Contract that constitutes a conflict of interest with COOPER TOWNSHIP.

Q. CONTRACT

This Notice to Bidders sets forth some of the terms of the Contract to be awarded. There will be other and additional terms in the Contract.

R. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

SCOPE OF WORK

A. Price

COOPER TOWNSHIP is looking for efficiency of costs thus distance and travel time will be considered. In the final selection, award will be made to the Contractor whose proposal is the most advantageous to COOPER TOWNSHIP, price and other factors considered.

B. Qualifications

COOPER TOWNSHIP will review past history and experience by the Contractor and the Qualifications Questionnaire information, licenses and certifications. Demonstrated ability to deliver projects on time is mandatory.

C. Contractor Pre-Bid Meeting on March 22, 2023 at 1:00 p.m. at the COOPER TOWNSHIP offices.

COOPER TOWNSHIP will select Contractors which participated in the pre-bid meeting scheduled at COOPER TOWNSHIP to discuss qualifications, capabilities, experience, and to answer any questions.

D. Detailed drawings for the Office Renovations are available for viewing at COOPER TOWNSHIP. Information is also available on the COOPER TOWNSHIP website at www.coopertwp.org

E. Coordination with any telephone, technology and/or security contractors will also be required as part of the renovations.

F. Contractor work hours will be provided from 7:00 am – 5:00pm Monday through Friday. The Contractor is responsible for site security outside of COOPER TOWNSHIP normal business hours.

G. Proof of Contractor Performance and Payment Bonds is required.

Company Name	
Your Name	
Title	
Taxpayer ID	
Street Address	
City, State, Zip	
Telephone/Cell	
Fax Number	
Email Address	
Date	
Signature	

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. Please follow format to submit answers and attach additional information (company profile, brochures, illustrations, etc.) that will be used in determining qualifications. Please follow its format.

1. Contractor name and State of Michigan License Number: (attach resume and license)
2. Established: _____ Year / State
3. Type of organization:
 - a. Individual: _____
 - b. Partnership: _____
 - c. Corporation: _____
 - d. Other: _____
4. Contractor office business address, telephone number and email address.
5. Branch office(s) (if applicable): _____
6. Provide proof of Contractor Performance and Performance Bonds.
7. "Others" who will be working on this project, including subcontractors:
(attach resumes/license/certifications)/ (if applicable).

NAME AND TITLE	SPECIALTY	YEARS EXPERIENCE
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8. Total personnel of Contractor.
9. Attach a list of Contractor projects performed over the last five (5) years, highlighting any projects similar to this project. Include project name, owner, contact person and phone number, description of project, and professional services. Indicate whether the project was delivered within the required timeframe, and if not why, why not.
10. Provide a list of contacts for references.
11. Provide a list of all subcontractors, contact information and references.
12. Provide your understanding of the project and any special qualifications that the Contractor brings to the project.
13. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: _____

Name: _____
Type or Print

Title: _____

Date: _____

PROPOSAL

The undersigned, having become thoroughly familiar with and understanding all of the proposed project for COOPER TOWNSHIP, agrees to provide services and goods, as proposed below:

The Contractor shall provide all of the information as requested with its proposal. Failure to do so or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.

The Contractor payment will be based upon rate and progress payments as approved by COOPER TOWNSHIP.

The price noted includes all associated costs of hourly rate with overhead, profit, benefits, and insurance. All clerical and other administrative costs are also included in the Hourly Rate.

Occasionally, additional work beyond the scope of work identified herein might be necessary. Please provide the "Others" hourly rates that may apply.

Price

TOTAL – NOT TO EXCEED \$ _____

Subcontractor(s): HVAC, Electrical, Steel, Masonry etc.

Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price
Others (please specify) _____	\$ _____	/ Total not to Exceed Price

Start Date: _____

Completion Date: _____

Total Calendar Days from Start to Completion: _____

Cost of Performance and Payment Bonds: _____

All of the information I have provided is true, accurate, and complete, and that I agree to be bound by the terms and conditions of the Notice to Bidders. I have the authority to submit this proposal. I hereby state that I have not communicated with, or otherwise colluded with, any other bidder, nor have I made any agreement with, or offered/accepted anything of value to/from an official or employee of COOPER TOWNSHIP that would tend to destroy or hinder free competition.

COOPER TOWNSHIP will use the Contractor's identification information provided for payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another Contractor, please provide a complete explanation on your letter and attach to your proposal. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand, and agree to be bound by all terms of this proposal document.

SIGNED: _____ NAME: _____
Type or Print

TITLE: _____ DATE: _____

FAX NUMBER: _____ PHONE: _____

E-MAIL ADDRESS: _____

CONTRACTOR NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

Insurance

CONTRACTOR shall furnish certificates of the following coverage to COOPER TOWNSHIP.

1. Without limiting its liability under the Contract, CONTRACTOR shall procure and maintain insurance, at its expense, during the life of the Contract of the types and in the minimum amounts stated in Exhibit B.
2. The Comprehensive General Liability policy shall also include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by CONTRACTOR under the Contract with limits not less than those specified above. The Certificate of Insurance to be furnished shall reflect such coverage.
3. The CONTRACTOR shall defend, indemnify, and hold harmless COOPER TOWNSHIP, its agents, officers, board members, and employees from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, and negligent acts and omissions of the CONTRACTOR, any of its subcontractors or any person employed under them during the performance of this Contract or in any matter related thereto.
4. All insurance coverage required to be furnished by the CONTRACTOR shall be written by a company or companies licensed to do business in and to insure risks in the State of Michigan. Wherever umbrella coverage is required to comply with limits specified, the umbrella policy shall include all coverage requirements. Before commencing any work, certificates in triplicate, satisfactory in all respects, evidencing the maintenance of the insurance, shall be furnished and shall contain the following statement:

"The insurance will not be canceled, nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insurance, without first giving thirty (30) days' notice (ten days for nonpayment of premiums) in writing as evidenced by return receipt or registered or certified mail."

Certificate must indicate "COOPER TOWNSHIP and its officers, agents, board members and employees, are named as additional insured parties as their interest may appear."

The insurance certificates indicated above shall be submitted within ten (10) workday days of notification of award and prior to the execution of any work under the Contract.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts; prior to the time such subcontractor proceeds to perform under the Contract.

Exhibit B

INSURANCE REQUIREMENT

INSURANCE REQUIREMENTS FOR ALL PERMITTED ACTIVITIES PERFORMED BY CONTRACTORS

(Except residential driveways, transport and miscellaneous permits)

General Liability \$ 2,000,000 each occurrence (Recommended)
 \$ 1,000,000 each occurrence (Minimum)

Automobile Liability - Bodily Injury and Property Damage
 \$ 2,000,000 each occurrence (Recommended)
 \$ 1,000,000 each occurrence CSL (Minimum)
 \$ 500,000 bodily injury per person

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

Workers' Compensation Insurance – Part I	Statutory Limits
Employers Liability Insurance – Part II	\$500,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

The goal of the insurance requirements is to assure that any action brought as a result of the Contractor's activities on COOPER TOWNSHIP property will be defended by and paid for by the Contractor's insurance carrier and will not result in action or settlement against COOPER TOWNSHIP. However, this amount is subject to change as COOPER TOWNSHIP, estimate of the exposure to risk and resultant claims amount may change.