

**CHARTER TOWNSHIP OF SHELBY  
REQUEST FOR PROPOSAL**

**AMI CIP PROPOSAL – DEPARTMENT OF PUBLIC WORKS**

The Shelby Township Department of Public Works is soliciting proposals to replace approximately 31,346 ARB-V remotes with Neptune R900W remotes. This work consists of installing new meter interface units (MIU) RF endpoint at locations where the existing meter is to remain.

**PROJECT:** Replace approximately 31,346 existing ARB-V remotes with Neptune R900W remotes

**PROJECT ADDRESSES:** Various addresses throughout Shelby Township

**OWNER:** Shelby Township Department of Public Works  
6333 23 Mile Road, Shelby Twp. MI 48316

**CONTACT:** David Miller, Director  
Email: [millerd@shelbytwp.org](mailto:millerd@shelbytwp.org)  
Phone: 586-731-5990

**SCOPE OF WORK:** The scope of work is defined in Attachment A - Scope of Work

**DUE DATE:** Sealed Proposals are due by **August 30, 2018, 2:00 p.m. local time** to the owner, at the **Charter Township of Shelby Municipal Offices-Clerks Department, 52700 Vandyke, Shelby Township, Michigan, 48316**. Proposals received after this date will not be accepted. No oral, facsimile, or electronic proposals will be considered. Proposals shall be submitted in a sealed envelope labeled **“DPW – AMI CIP Proposal”**. Submit (3) copies of the proposal. Proposals received will be opened starting at 2:05 p.m. on August 30, 2018.

**BID BOND:** Each proposal must be accompanied by a Certified Check or Bid Bond by a recognized Surety Company in the amount of five percent (5%) of the total gross proposal amount, payable to the Charter Township of Shelby as security for the acceptance of the Contract. No bidder may withdraw their proposal between the date set for the opening thereof and the date upon which the Contract is awarded, or 90 days, whichever is longer.

**QUESTIONS:** Questions regarding this project can be directed via email to [millerd@shelbytwp.org](mailto:millerd@shelbytwp.org) or via phone at 586-731-5990.

**REQUEST FOR PROPOSAL:**

At a minimum, proposals shall include the following:

Qualifications: A brief description of your firm, qualifications and direct experience with relevant projects.

Technical: Describe in detail the specific services, materials and equipment your firm proposes that demonstrates your firm understands the scope of work. Describe in detail your firm's ability to complete the project. Provide a timeline for completion.

Project References: Give names of at least three (3) municipal client representatives for projects you have completed which are similar to this project. Briefly describe the scope of each referenced project.

Warranty: Provide detailed information on warranties offered for services, materials and equipment.

Sub-consultants or sub-contractors: Identify proposed sub-consultants and/or sub-contractors who will be involved in the project, if any. Include the information described above for each sub-consultant and sub-contractor.

Miscellaneous: Provide evidence of insurance coverage, statement of current claims/judgments and disclosure of conflicts of interest as outlined elsewhere in this request for proposal.

**RIGHTS RESERVED:**

The Owner reserves the right to waive any informalities in bidding, reject any or all proposals, accept any proposal when, in the opinion of the Owner such action will serve the best interests of the Charter Township of Shelby, consistent with competitive bidding requirements.

No proposal may be withdrawn after the above date and time for receiving proposals for a period of ninety (90) days.

The Charter Township of Shelby prefers that interested contractors have a business located in the State of Michigan, in Macomb, Oakland or Wayne Counties.

**CONFLICTS OF INTEREST:**

All respondents agree to disclose any, direct or indirect, current or future, conflict of interest between themselves and the Charter Township of Shelby, and the employees of said entity. If questions arise about potential conflicts of interest, please contact Robert Huth, Township Attorney, (586) 412-4900, rhuth@khlplc.com , prior to submitting proposal.

**ERRORS AND OMISSIONS IN PROPOSAL:**

The Charter Township of Shelby shall not be liable for any errors or omissions in proposals. The Charter Township of Shelby has the right to request clarification or additional information from the respondents.

**CURRENT CLAIMS/  
JUDGEMENTS:**

A statement shall be provided in the proposal regarding any claims, judgments, arbitration proceedings, or suits pending or outstanding against your firm or its officers, principals, employees, and/or sub-contractors under your firm's supervision.

**CONTRACTURAL  
REQUIREMENTS:**

The selected firm shall be required to enter into a formal contract with the Charter Township of Shelby. The Charter Township of Shelby reserves the right to terminate the contract should the contractor fail to perform to the satisfaction of the Township.

**INSURANCE  
REQUIREMENT:**

The Contractor shall not commence work under this Contract until he has obtained the insurance required within this Contract. All bonds as listed above and all insurance coverage shall be with insurance carriers acceptable to the Charter Township of Shelby. If any coverage is written with a deductible or self-insured retention, the Contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the Contractor's indemnification of the Charter Township of Shelby. The Contractor shall procure and maintain during the life of this Contract the following coverage:

Workers' Compensation Insurance in accordance with all applicable Statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.

Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include Personal injury, Bodily Injury, and Property Damage. Coverage shall also include the following extensions:

- Contractual Liability
- Products and Completed Operations
- Independent Contractors Coverage
- Broad Form General Liability Extensions or Equivalent
- Coverage for Explosion, Collapse, and Underground Hazards.

Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage for all vehicles used in the performance of the Contract. Limits of Liability shall not be less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage.

Additional Insured: Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an "Additional Insured": The Charter Township of Shelby, including all elected and appointed officials and employees.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:

**CHARTER TOWNSHIP OF SHELBY**  
**David G. Miller, II, Director of Public Works**  
**6333 23 Mile Road, Shelby Township, MI 48316-4405**  
**586-731-5990**

Proof of Insurance: The Contractor shall supply sample certificates of insurance with submission of their bid as verification that the Contractor can meet the insurance requirements in this invitation to bid.

**FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** At the time the Contract is returned for execution, original certificates are to be provided as follows:

Four (4) copies of Certificate of Insurance of Contractor's Workers' Compensation Insurance;

Four (4) copies of Certificate of Insurance of Contractor's Commercial General Liability Insurance;

Four (4) copies of Certificate of Insurance of Contractor's Motor Vehicle Liability Insurance.

**Attachment A**  
**AMI CIP Proposal - Scope of Work**

**1.0 General Description:**

The Shelby Township Department of Public Works is seeking proposals from contractors to provide necessary materials and installation services as part of a program to replace approximately 31,346 ARB-V remotes with Neptune R900W remotes.

**2.0 Qualified Contractors:**

The qualified Contractor shall be thoroughly versed in Neptune water meter technology and possess the following minimum qualifications:

- Have a minimum of 10 years of relevant experience in the design, selection, installation, testing and commissioning of Neptune water meter technology. This shall include a thorough understanding of available encoder meter technology; and
- Have utilized the Township's meter manufacturer (Neptune) with demonstrated capabilities in the manufacturing, installing, configuring and maintenance of complete Automatic Meter Reading (AMR) systems; and
- Have experience with the Township's Utility Billing Software, New World Systems.
- References of replacement programs performed for other communities must be provided at time of RFP submittal.

**3.0 Contractor Requirements and Expectations:**

Contractor is responsible for providing all necessary tools, labor, logistics, and incidentals for complete installation of replacement remotes. This project is turn-key, meaning the Contractor is responsible to provide all materials and labor needed to complete the work in its entirety.

**4.0 MIU Installation Methodology**

Contractor is required to install transmitters of the outside of buildings. Some situations may require an internal mount and will be allowed on a case by case basis determined by the Township. Transmitter must be able to send read in circumstances requiring internal mount.

**5.0 Working Hours:**

Contractor should be aware of the Township of Shelby Ordinance that limits working hours to be between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Prior permission must be obtained from the Township to work on Sundays and Holidays.

**6.0 Storage of Materials:**

The Township shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the Township of Shelby.

**7.0 Site Clean-Up:**

Contractor shall at all times keep the premises, public streets, and sidewalks free from an accumulation of waste materials, rubbish, and equipment so as to leave the completed work and the work site premises clean and ready for the purpose it was intended. Contractor will be responsible for the disposal of existing meter reading transmitter devices. Disposal must be in accordance with federal, state and local guidelines encompassing the proper recycling/disposal of primary lithium-ion batteries.

**8.0 Safety:**

Contractor shall properly protect all existing structures and property. This is to include, but not be limited to, sidewalks, curbs, fences, buildings, lawns, trees, flowers and shrubbery. Repair all parts of same, which become damaged to original condition.

**9.0 Communication and Planning:**

Comprehensive and thorough communication and planning between the Contractor and the DPW is required to execute an effective Remote Replacement Program.

The DPW will provide:

- a. Electronic customer listing including name and address of accounts to be contacted regarding replacement.
- b. Township Personnel: One (1) point of contact to oversee the project's day-to-day operation/progress and to make administrative decisions related to the project.

The Contractor will provide:

- a. Postal mailings of initial customer notifications to each property owner/tenant as agreed upon between the Township and the Contractor.
- b. Subsequent mailings such as for scheduling appointments due to inaccessibility will be the responsibility of the Contractor.

**10.0 Data Files for Back Office Support:**

The DPW will provide:

- a. Data transfer file of all metered accounts including address, existing ID and most recent read

The Contractor will provide:

- a. An electronic file of completed remote replacements weekly with required data elements to upload directly into the utility billing system (New World Software Compatible).
- b. The following information may be combined into one file/report as agreed upon by both parties:
  - 1. Photos before and after meter replacement
  - 2. GPS locations of new meter
  - 3. Account number, address, previous ID, previous read, new ID and new read

**11.0 Record Keeping:**

Contractor shall test newly installed remote via current meter reading.

Contractor shall provide a digital photo of each remote after installation, cataloged by customer address, account number and read. Contractor shall provide a GPS location of water meter remote at each account.

**12.0 Proposal Cost Breakdown:**

Contractor will provide the following information:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
R900W	31,346	_____	_____
Installation	31,346	_____	_____
<i>Totals</i>		_____	_____

It is understood by Contractor and Township that the quantity listed above is an approximately and is subject to change.

**13.0 Timeline:**

The Township is requiring that Contractor completely finish remote installations within one (1) calendar year from date of signed contract. This includes providing all information under Data Files for Back Office Support on an external hard drive. Information regarding the compilation and delivering of geocoded data to the township shall be described in the Bidder’s Proposal.

**14.0 Proposal Evaluation:**

The Township will be using a structured qualifications-based selection process to evaluate proposals. Each proposal will be evaluated on its responsiveness to the technical and administrative criteria identified below. The Township reserves the right to verify any and all material submitted, including contacting references. Please note that failure to supply any of the data indicated may result in elimination of your proposal from further consideration in the evaluation process.

In addition, the Township reserves the right in their sole and absolute discretion to waive any non-conformances in proposals. Based on a review of the proposals evaluating the technical and cost criteria, the Township will rank the proposals accordingly. The Township will then enter into negotiations with the highest ranked contractor with the objective of reaching agreement as necessary to enter into a contract.

If a contract cannot be negotiated with the highest ranking contractor within thirty (30) days after the award of the Proposal, or should the Township determine, in its sole judgment, that negotiations are nonproductive, the Township reserves the right to cease negotiations and instead negotiate with, and award a contract to, the next qualified contractor.



## Bidder's Proposal

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

(please print)

Signature of Authorized Representative: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

All prices bid shall be firm and binding for the Contract period:

\_\_\_\_\_  
Signature of Authorized Representative

### A. CONTRACTOR'S PROJECT COSTS

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
R900W	31,346	_____	_____
Installation	31,346	_____	_____
<i>Totals</i>			_____

### B. ABILITY TO PERFORM THE WORK

The Contractor must demonstrate a clear understanding of Township's objectives, system functional requirements, and commitment to the timely and successful completion of the project.

1. Give a brief description of your firm, qualifications and direct experience with relevant projects of remote replacement, reading equipment and the Township's Utility Billing Software, New World Systems.

2. Provide a timeline for a completion of the total remote replacement project including projected start, if awarded, and a projected finish date. Contractor needs to agree with the completion project time as described in Attachment A, page 6.
3. List at least three (3) but no more than ten (10) municipal references for similar projects completed which best represent your capabilities relative to this project.
4. Provide any warranty details on services, materials and equipment offered.
5. Identify proposed sub-consultants and/or sub-contractors who will be involved in the project, if any.
6. Provide proof of insurances as described in the proposal.
7. Provide a detailed description of the Contractor's ongoing relationship with Neptune Technology Group and its projects as described under Attachment A, section 2.0.
8. Describe the Back Office support that will be provided to the Township.

**Attachment B**  
**AMI CIP Proposal – Contractor’s Warranty**

PROJECT: Replacement of approximately 31,346 ARB-V remotes with R900 remotes

LOCATION: Shelby Township

CONTRACTOR: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

The undersigned CONTRACTOR hereby warrants to the Shelby Township Department of Public Works (OWNER) for a period of one year from the Date of Substantial Completion that the workmanship provided for the above referenced project shall remain free of defects and issues. This Warranty shall not cover damage due to normal wear and tear or from causes, which are outside the intended use of the water meter and said appurtenances as long as the damage is not the result of a defect of the workmanship.

It is agreed that, if after due inspection, the OWNER shall decide that the work, in his/her opinion, is defective, and that repairs are required, the undersigned CONTRACTOR will repair or replace the defective work in accordance with the Contract Documents at no additional cost to the OWNER.

In the event of failure to comply with the above mentioned conditions within 7 days of written notification the CONTRACTOR hereby authorized the OWNER to have said defects repaired by a third party and the undersigned CONTRACTOR will honor and pay for the cost of said repairs upon demand.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment C**  
**AMI CIP Proposal – Indemnification and Hold Harmless Agreement**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(Contractor/Company) By and through the undersigned \_\_\_\_\_  
(Individual), Its \_\_\_\_\_ (Title), respectively, agrees to indemnify and hold  
harmless the Charter Township of Shelby , a Michigan Municipal Corporation, 52700 Van Dyke, Shelby  
Township Michigan 48316, (hereinafter “Township”), its Council, officers, administrators, employees,  
attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from  
the following activity:

\_\_\_\_\_.

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against  
the Township, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns  
by virtue of the above-referenced activity, hereby covenants and agrees to assume the defense thereof  
and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses  
related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless  
Agreement exclude the sole acts and/or the sole omissions to act on the part of the Charter Township of  
Shelby.

\_\_\_\_\_  
(Signature of person submitting bid)

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, a Notary Public in  
and for said County.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_