

Request for Proposal (RFP) – General Contracting Services

CLIENT: City of Westland
PROJECT: Fire Station No. 2
DATE: May 22, 2024

SUBMISSION INFORMATION

PROJECT DESCRIPTION:	New 13,100 SF Fire Station (8,900+/- SF Administration and Command Center and 4,200 +/- SF Apparatus Bay) and site development including parking, drives, water retention and plantings.
DESCRIPTION OF PROCUREMENT:	General Contracting Services
OWNER/CLIENT:	City of Westland 36300 Warren Road Westland, MI 48185
LOCATION OF BID DOCUMENTS:	https://app.e-builder.net/public/publicLanding.aspx?QS=07f849e863ed44d09d0c1fc9249caaab
MANDATORY PRE-PROPOSAL MEETING:	May 31, 2024: 1:00PM ET virtually. Meeting invitation will be sent via Bidding Portal
CLARIFICATIONS TO OWNER'S REPRESENTATIVE:	Lisa M. Pitt: Plante Moran Realpoint Lisa.pitt@plantemoran.com
LAST DATE FOR CLARIFICATIONS:	June 4, 2024: noon ET
PROPOSAL DUE DATE:	June 11, 2024: noon ET
SUBMIT THREE (3) HARD COPIES OF THE PROPOSAL TO:	Mr. Devin J. Adams City of Westland Purchasing Department 36300 Warren Road Westland, MI 48185

SUBMIT ONE (1) E-COPY OF THE PROPOSAL IN PDF FORMAT TO:	Westland-Fire-Station-RFP-Responses@docs.e-builder.net
OPENING AND READING OF PROPOSALS IN PERSON:	June 11, 2024: 12:05PM ET City of Westland Purchasing Department 36300 Warren Road Westland, MI 48185
BIDDER INTERVIEWS:	By invitation only June 18 or 19, 2024

PROPOSAL DETAILS

The City of Westland (hereafter referred to as “Owner”) has engaged Plante Moran Realpoint (hereafter referred to as “PMR” or “Owner’s Representative”) to provide owner’s representation services for this project. Your firm is invited to submit qualifications and a bid for the general contracting services required in this request for proposal (RFP). This RFP is being publicly advertised and includes minimum qualifications that must be met or exceeded. This RFP includes the following:

- A. Project Scope
 - 1. Project Description
 - 2. Milestone Schedule
 - 3. Project Drawings
 - 4. Project Manual
- B. Contract Documents
 - 1. Standard Form of Agreement, AIA A101 – 2017 as Amended
 - 2. General Conditions, AIA A201 – 2017 as Amended
- C. Proposal Forms
 - 1. Proposal Form
 - 2. Not Used
 - 3. Request for Qualifications
 - 4. Familial Disclosure Affidavit
 - 5. Iran Disclosure Affidavit
 - 6. Non-Collusive Affidavit
 - 7. Equal Opportunity Form
 - 8. Criminal Background Disclosure Affidavit
 - 9. Vendor Ethics Disclosure Statement

This RFP does not commit Owner to award a contract or to undertake any financial obligation whatsoever with respect to the requirement referred to herein. Owner reserves the right to reject any proposal with or without cause, to not award a contract, or to award one or more contracts. Owner further reserves the right to waive any irregularity or informality in this RFP process or any proposal. Owner reserves the right to accept or reject, without consideration, any proposal which arrives late. Owner reserves the right to request additional information from any or all firms. In addition, notice is hereby given of the possibility that award may be made without

discussion of the proposal. In the event a firm’s proposal is accepted by Owner and the firm asserts exceptions, special considerations, or conditions after acceptance, Owner, in its sole and absolute discretion, reserves the right to thereafter reject the proposal and award another firm. Therefore, the firms should submit their best proposal initially from both technical and cost standpoints.

A. PRE-PROPOSAL

- a. **CONFIDENTIALITY** — From the issue date of the RFP until a firm is selected and selection is announced, a prospective firm shall not communicate about the subject of the RFP or a firm’s proposal with Owner, its board, or employees, except as permitted by the requests for clarifications paragraph. Your proposal and any modifications thereto shall be submitted only to the person(s) listed on the front page. Failure to comply strictly with Owner’s instructions regarding the content and manner of submission of a proposal including, without limitation, disclosure of any information in the proposal or modifications thereof to any third party or other Owner’s staff without the express, prior written approval of the Owner’s Representative, shall result, at owner’s sole discretion, in the immediate disqualification of the firm.
- b. RFP documents may be obtained at the e-Builder website created by PMR and noted on the cover page. Please contact Kathryn Newkirk at 248-223-3070 or via email at Kathryn.newkirk@plantemoran.com for e-Builder access instructions should you encounter any difficulties.

B. ADDENDA

Any addendum to this RFP will be issued in writing by PMR on behalf of Owner. No information or representation other than that contained in such an addendum, whether received from an employee of Owner or other person, will be considered to have been modified or be grounds for deviation from any stipulation or requirement of this RFP.

C. PROPOSAL FORMAT

Prepare and submit three (3) copies of your Proposal package to the designee listed on the cover page. Packages should be in 8.5" x 11" format. Additionally, e-mail one (1) electronic copy in PDF format to e-Builder address created by PMR and noted on the cover page.

The following proposal format is required:

Cover Letter

Section 1 – Project Approach Narrative

Section 2 – Relevant Firm Experience

A. Request for Qualifications Form

B. Specific Firm Experience

Section 3 – Project Organizational Chart and Team Resumes

Section 4 – Proposal Forms

- A. Detailed Proposal Form
- B. Not Used
- C. Familial Disclosure Affidavit
- D. Iran Disclosure Affidavit
- E. Non-Collusive Affidavit
- F. Equal Opportunity Form
- G. Criminal Background Affidavit
- H. Vendor Ethics Disclosure Statement

Section 5 – Project Schedule

Section 6 – Clarifications and Exceptions

Section 7 – Additional Information

Section 8 – Bid Bonds Information

SECTION 1 – PROJECT APPROACH NARRATIVE

- Submit a narrative detailing your approach, philosophy, unique expertise, and other information relevant to how you will meet project needs.

SECTION 2 – RELEVANT FIRM EXPERIENCE

- Complete and submit the Request for Qualifications Form
 - Attach all required documents.
 - Complete electronic submission as instructed in the form. (**NOTE:** the completed Request for Qualifications Form (Word document) must be e-mailed to: inbox@workflow.e-builder.net.)
 - Attach a PDF copy of the completed form to your proposal in this section.
 - All financial information provided will be kept confidential.
- Provide project name, project description, project location, date completed, value of construction, client reference name and telephone number, and your role on the project.

SECTION 3 - PROJECT ORGANIZATIONAL CHART AND TEAM RESUMES

- Attach a project organizational chart outlining your proposed team structure. The organization chart shall indicate the key personnel assigned to the project (if consultants are being used, please note the firm with which they are employed). If the firm has multiple offices, please identify at which office the key personnel assigned to the project are located.

- Include resumes for all individuals listed. Please highlight experience on similar projects and role that person played.
- If selected, your firm shall assign and guarantee that the proposed professionals shall work in their proposed capacity on the project. If unforeseen circumstances occur and substitution is necessary, your firm shall, within five (5) business days, propose one or more professionals who are at least equal in competency and relevant experience. The Owner shall have the opportunity to interview the proposed professionals and make the final determination for a substitute.

SECTION 4 – PROPOSAL

- Utilize the proposal forms provided as attachments to this RFP. Editable electronic versions of these forms may be obtained at the location indicated on front page.
- Section 4A – Detailed Proposal Form
 - Complete and attach the Detailed Proposal Form included with this RFP.
- Section 4B – Not Used
- Section 4C – Familial Disclosure Affidavit
 - Complete and attach the Familial Disclosure Affidavit included with this RFP.
- Section 4D – Iran Disclosure Affidavit
 - Complete and attach the Iran Disclosure Affidavit included with this RFP.
- Section 4E – Non-Collusive Affidavit
 - Complete and attach the Non-Collusive Affidavit included with this RFP.
- Section 4F – Equal Opportunity Form
 - Complete and attach the Equal Opportunity Form included with this RFP.
- Section 4G – Criminal Background Affidavit
 - Complete and attach the Criminal Background Affidavit included with this RFP
- Section 4H – Vendor Ethics Disclosure Statement
 - Complete and attach the Vendor Ethics Disclosure Statement included with this RFP

SECTION 5 – PROJECT IMPLEMENTATION SCHEDULE

- Provide an implementation schedule with adequate detail to reflect your firm’s project approach with respect to the services outlined in the contract provided with this RFP.

- The implementation schedule should include, at a minimum, the milestones listed in the schedule attached to this RFP and the following:
 - Site mobilization and start of Work
 - Material procurement schedule
 - Building enclosure and weather tight

SECTION 6 - CLARIFICATIONS AND EXCEPTIONS

- Please detail any clarifications, exceptions, or exclusions to this RFP (scope, schedule, fee, etc.)
- List any and all exceptions taken to the contract documents provided. For each exception, alternative language must be proposed. Owner reserves the right to reject any proposed alternative language.
- The prevalence of these exceptions will be considered in reviewing the proposal and in the final selection of the firm for the project. Proposals that do not acknowledge these agreements or do not provide specific alternative language may be rejected.

SECTION 7 – ADDITIONAL INFORMATION

- Please include any additional relevant information.

SECTION 8 – BID BONDS INFORMATION

- BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid as a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such Proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within a reasonable time after the accuracy of all the bids have been determined, and the remaining cash, checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the Contract, or if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

If said bidder shall neglect or refuse to execute a contract, including all required bonds and insurance documents, within fifteen (15) days after written notice by the Owner, the amount

of the bid deposit or bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

- SECURITY FOR FAITHFUL PERFORMANCE

The Contractor shall furnish a Performance Bond in the amount of this contract in favor of the City of Westland. The Performance Bond shall guarantee the City satisfactory performance hereunder. The City agrees to release the Performance Bond upon the Contractor's satisfactory completion of this contract.

The bids shall be accompanied by a letter from a surety company satisfactory to the City stating that the necessary bonds will be furnished by it to the Contractor bidding in the event he is successful. The Bidder shall furnish a surety bond in an amount at least equal to the total two-year bid, one hundred percent (100%) of the contract as security for faithful performance. The surety bond must remain in effect for the full two-year contract period. If the extension clause is optioned after the initial contract period, bonds will not be required for the additional two –years.

- LABOR & MATERIAL BOND

The successful bidder shall be required to furnish a Labor and Material Bond in an amount at least equal to the total bid (100%) of the contract as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this Contract. The bond must remain in effect for the full two-year contract period. If the extension clause is optioned after the initial contract period, bonds will not be required for the additional two years.

- MAINTENANCE & GUARANTEE BOND

The Contractor, as a condition of precedent to final payment, shall execute in favor of the City a Maintenance and Guarantee Bond form attached in an amount at least equal to 100% of the contract price. The guarantee shall cover all work performed and materials furnished under this Contract for a period of one (1) year subsequent to the date of final estimate.

D. PROPOSAL SUBMISSION

Sealed proposals for the work as described by the RFP package will be received as noted on the front page. Please mark the envelope of all proposals with “Fire Station No. 2 - Proposal for GC Services” and include your firm’s name as well. Include the required digital copy in PDF format as

well as any Excel documents specified. Please also follow the specific instructions related to electronic submission.

E. RESPONSIVENESS

To be responsive, the proposal must set forth full, accurate, and complete information as required by this RFP and all attachments.

F. MINIMUM QUALIFICATIONS

In addition to the other requirements of this RFP, the following minimum qualifications must be met by your firm in order to submit a proposal:

- Firm has been in business for at least the last ten (10) consecutive years.
- Firm (and all subcontractors) are licensed to perform the required work in the State of Michigan.
- Firm has completed similar projects (fire stations, police, public safety) of at least \$5,000,000 for at least five (5) Public/Municipal sector clients within the last ten (10) years.
- Must have a minimum bonding capacity of \$10,000,000 single project and \$30,000,000 aggregate.
- Have a current EMR rating of 1.0 or less.

G. SELECTION PROCESS & CRITERIA

The selection of the successful firm by the Owner will be based on some, or all, of the following criteria (not in any particular order):

- Firm's proposed team experience as related to similar projects
- Evidence of capabilities to perform all requirements reflected in the RFP
- Fee structure for all scopes of work
- Project schedule
- Client references and relevant experience
- Other criteria as determined by the Owner's selection team
- Interview

This project will require a team effort where collaboration and interaction are highly valued, as is the professionalism and contribution of all team members. To that end, the Owner will put as much emphasis on people and process as fees.

H. FORM OF AGREEMENT

This is a request for proposal only. Proposals will be treated as offers to enter into contract with Owner. Owner and successful firm shall memorialize their contractual relationship and obligations using the form of contract attached to this RFP (“Contract”). The Contract contains many details regarding the services required under this RFP, as well as the terms and conditions under which the services shall be provided by the successful firm. The Contract should be reviewed carefully by each firm prior to submitting a proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the firm relative to this RFP or the form of Contract, shall be expressly and specifically enumerated by the firm and be submitted as part of its proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the firm’s opinion are not applicable to, the firm, provided however, that exceptions or special conditions of the firm will not be binding upon Owner unless those exceptions or special conditions are expressly accepted by Owner and incorporated into the final Contract. Following the selection of the successful firm, if any, by Owner, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by Owner’s legal counsel.

I. DATA CONFLICTS

Where conflicts occur within this RFP, its contents, and addendum (including but not limited to the Standard Form of Agreement; general, supplemental, and other conditions; etc.) the more restrictive requirements shall govern — all in favor of the Owner.

J. UNSOLICITED TERMS AND CONDITIONS

Proposals which take exception to Owner’s terms and conditions as a whole and substitute the firm’s standard terms and conditions may be rejected.

K. FEES/TAXES

All proposals shall include all applicable taxes, including Social Security, unemployment, sales or use taxes, and any other taxes specifically levied on the work or on wages by local, city, state, or federal government, except real property taxes on the site. Proposals shall also include all premiums, assessments, and other like payments, charges, and costs incidental to the work covered by the contract documents.

L. PROPOSAL COSTS

Any recipient of this RFP, or any firm who chooses to respond to this RFP, is responsible for any and all costs and liabilities incurred by it, or others acting on its behalf, in (1) preparing or

submitting a proposal, (2) otherwise responding to this RFP, or (3) negotiating any Contract incidental to its proposal.

M. IRREVOCABILITY OF PROPOSALS

All proposals submitted may not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the due date for receipt of proposals set forth on the front page.

N. AUTHORITY TO SIGN

Proposals must be signed by an officer of the firm who is authorized to enter into binding agreements.

O. OPENING OF PROPOSALS

At the specified location and due date stated on the first page, all submitted proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

PROJECT DETAILS

PROJECT DESCRIPTION:	13,100 SF Ne Fire Station +-8,700 SF Administration and Fire Station +-4,200 SF Apparatus Bay +-200 SF Covered Patio Site Work
INTENDED PROJECT DELIVERY METHOD:	AIA A101 – 2017 as Amended
PROJECT LOCATION/SITE INFORMATION:	7300 N. Merriman Road Westland, MI 48185
PROJECT BUDGET:	Approximately \$7,800,000 inclusive of all costs of work, fee, staff, general requirements, FFE, contingency, etc. Design to Construction Budget is \$6,000,000

The outline described herein along with the Contract Documents in Attachment B, set forth the required Scope of Work for General Contracting including but not limited to scheduling of contractor’s work within the project schedule, document review, working cooperatively with Owner’s vendors, construction staging and site management work. This solicitation is requesting Lump Sum Proposals per the Plans and Specifications as outlined within this RFP.

Owner desires to commence the Project on or about July 8, 2024, with a complete close out anticipated by December 19, 2025. The General Contractor will be required to coordinate with the Owner, PMR, the design professional(s) and other vendors and consultants, contractors, environmental consultants, furniture vendors, etc. to coordinate and integrate the different portions of the Project. This will include attending meetings, coordinating documents, and complying with the schedule to meet the overall Project schedule and budget and Owner’s goals and objectives.

The City of Westland will be the Authority Having Jurisdiction; however, some review items may be delegated to the local/county level as determined by the city. The General Contractor is to satisfy all applicable codes, ordinances, regulations, etc., as enforced by the city, county, State or relevant federal agencies in the process of the Work.

It is recommended that the General Contractor visit the Project Site and familiarize themselves with the existing conditions presented, which include grade changes and close proximity to river/wetlands, prior to submitting a bid.

A geotechnical/soil borings report will be made available upon its completion which may or may not be made available prior to bidding submission. Any potential cost implications as a result of the report will be discussed with the General Contractor that has been approved and awarded the Work.

Architect will be responsible for applying for project review. The Owner will pay for the permit. Awarded Bidder will be responsible for obtaining the building permit; this includes the general building permit and all required trade permits.

All trades (mechanical/electrical/life safety/etc.) permit and inspection fees are to be included within the Bidder's Proposal.

There are no Prevailing Wage or union trade requirements on this project.

All companies shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. Companies shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

All companies must agree that the city of Westland, the County of Wayne, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making an audit, examination, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed.

All costs for off-shift and/or overtime work to maintain the proposed schedule are to be included within the Bidders' Proposal.

All information/technology low voltage work will be by others with the exception of fire alarm. Pathways as noted in CD's are by General Contractor.

The General Contractor is responsible for securing the construction site, including all bidder's equipment and materials, until which time the project has been awarded Certificate of Occupancy and the Owner takes possession of the premises. A temporary construction fence needs to be installed around the site prior to the commencement of construction activities.

To the extent available and practical, the General Contractor may tie into the Owner’s existing utilities in connection with the Project. Connections may require permitting. The General Contractor must adhere to all applicable county and city rules and requirements for connection and usage.

MILESTONE SCHEDULE

Proposal & Award

May 2024 – July 2024

- Proposal - RFP 5/22/24 – 6/19/24
 - Pre-Bid Meeting 5/31/24
 - Proposal Due 6/11/24
 - Interviews Week of 6/17/24
- Award
 - **Presentation to City Council/ Award** 7/1/24
 - Award Notification 7/2/24

PLEASE NOTE: The Owner reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

Construct & Equip:

July 2024 – December 2025

- Shop Drawings/Material Expediting 7/8/24 – 8/30/24
- Construction 9/1/24 – 11/14/25
- Date of Substantial Completion 10/9/25
- Final Inspections & Approvals 9/22/24 – 10/17/25
- Certificate of Occupancy 10/13/25
- Punchlist 10/13/25 – 11/10/25
- Close-Out (warranty documentation) 11/3/25 – 12/19/25

Occupy

November 2025

- Owner Move-In/Occupancy 11/17/25
- Project Close - Out 12/19/25

General Contracting Services Proposal Form

CONTRACTOR RFP PROPOSAL FORM

BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S MAIN CONTACT FOR PROPOSAL: _____

MAIN CONTACT'S PHONE NUMBER: _____

MAIN CONTACT'S EMAIL ADDRESS: _____

All proposals submitted may not be withdrawn and shall be irrevocable for a minimum period as defined in this RFP.

A. COST PROPOSAL

Proposes to provide General Contracting Services for the construction project as follows:

For construction services, at a cost plus a fee basis:

- a. Trade Contractor Work - **TOTAL:** \$_____.
- Trade work breakout:
 - a. Site \$_____.
 - b. Concrete \$_____.
 - c. Masonry \$_____.
 - d. Steel \$_____.
 - e. Carpentry/Finishes \$_____.
 - f. Glazing (Interior & Exterior) \$_____.
 - g. Roofing \$_____.
 - h. Mechanical \$_____.
 - i. Electrical \$_____.
 - j. Plumbing \$_____.
 - k. Fire Protection \$_____.
 - l. AV/IT \$_____.
- b. General Conditions (Including Personnel Costs): \$_____.

- c. General Contractor’s Overhead & Profit (Fee) is: \$_____.
- Subtotal:** \$_____.
- PLM Bonds: \$_____.
- Grand Total:** \$_____.

d. I acknowledge that I/my firm has performed a site visit and are aware of the existing conditions presented.

- YES
- NO

B. ADDENDA

a. This proposal includes information for the following addenda:

ADDENDA NO.	_____	DATED	_____
ADDENDA NO.	_____	DATED	_____
ADDENDA NO.	_____	DATED	_____
ADDENDA NO.	_____	DATED	_____

C. VOLUNTARY ALTERNATE(S):

a. Bidders, at their discretion, may include voluntary alternates in an effort to provide a lower cost to the Owner. Voluntary alternates must provide equal or greater value to the Owner and include all costs associated with the change being proposed in order to provide a complete condition.

VOLUNTARY ALTERNATE NO. 1	_____	(ADD/DEDUCT)	_____
VOLUNTARY ALTERNATE NO. 2	_____	(ADD/DEDUCT)	_____
VOLUNTARY ALTERNATE NO. 3	_____	(ADD/DEDUCT)	_____
VOLUNTARY ALTERNATE NO. 4	_____	(ADD/DEDUCT)	_____

Voluntary alternates will only be considered from the General Contractor that has been approved and awarded the Work.

D. CHANGES IN THE WORK

- a. For authorized changes in the Work, involving additions to or omissions from the Work the undersigned agrees to perform or omit, or to cause to be performed or omitted by his subcontractors, such authorized Work at no more than the net cost to him, plus the following percentages to be added to the cost or credit to the Owner, which percentages shall include all the contractor’s cost for onsite superintendence, supervision, overhead and profit.

	Additions	Omissions
A. Subcontractor Work:	_____percent	_____percent
B. Self-performed Work:	_____percent	_____percent

E. CONTRACTUAL TERMS

- a. If selected as General Contractor I agree to the contractual terms as provided in the RFP as noted below:

- AIA A101 - 2017, as amended
- AIA A201 – 2017 General Conditions, as amended
- Exceptions to amended AIA A101–2017 and AIA A201–2017*

*Attach SPECIFIC proposed alternate contract language in Section 5

I have read and I understand the responsibilities required of the General Contractor under the *Agreement between the Owner and Contractor* and *General Conditions of the Contract for Construction*, which are provided with the RFP. If selected, our firm will be able to fulfill the requirements.

SIGNATURE

Dated this _____ day of _____, 20_____.

FIRM NAME: _____

BY: _____
Signature

Position/Title

_____, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Proposal Checklist

- Bid Proposal Form (this document)
- Request for Qualifications
- Familial Disclosure Affidavit
- Iran Disclosure Affidavit
- Non-Collusive Affidavit
- Equal Opportunity Form
- Criminal Background Affidavit
- Vendor Ethics Disclosure Statement

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of the below named firm (the "Firm"), pursuant to the familial disclosure requirement provided in the City of Westland (the "Owner") request for proposals for general contracting services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Firm, and any member of the Westland City Council or the Office of the Mayor. A list of city council and mayoral staff members may be found at <http://www.cityofwestland.com>.

LIST OF ANY FAMILIAL RELATIONSHIPS

SIGNATURE

Dated this _____ day of _____, 20_____.

FIRM NAME: _____

BY: _____
Signature

Position/Title

_____, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20_____, in the county of _____ and the state of _____.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Iran Disclosure Affidavit

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the owner or authorized officer of the below named firm (the “Firm”), pursuant to the compliance certification requirement provided in the City of Westland (the “Owner”) request for proposals for general contracting services (the “RFP”), hereby certifies, represents, and warrants that the Firm (including its officers, directors, and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Firm is awarded a contract as a result of the aforementioned RFP, the Firm will not become an “Iran linked business” at any time during the course of performing the scope of work or any services under the contract.

The Firm further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than two hundred fifty thousand dollars (\$250,000.00) or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Owner’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

SIGNATURE

Dated this _____ day of _____, 20_____.

FIRM NAME: _____

BY: _____
Signature

Position/Title

_____, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20____, in the county of _____ and the state of _____.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

Non-Collusive Affidavit

The undersigned, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the contractor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,
2. The contents of the proposal have not been communicated by the contractor or its employees or agents to any person not an employee or agent of the contractor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

FIRM NAME: _____

BY: _____
Signature

Position/Title

_____, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20____, in the county of _____ and the state of _____.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Equal Opportunity Form

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry, or sex. With regard to employment, such non-discrimination includes, but is not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off, or termination.

In all advertising for employment, subcontractors, or suppliers we (I) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry, or sex.

We (I) understand that any contract for the City of Westland (the “Owner”) shall be in consideration of our maintaining the above-mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color, and work classification for our employees and those of subcontractors to be employed on this project.

SIGNATURE

Dated this _____ day of _____, 20_____.

FIRM NAME: _____

BY: _____
Name (printed)

Signature

Position/Title

Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named firm (the “Firm”), pursuant to the criminal background compliance certification requirements of City of Westland (the “Owner”) hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool (“ICHAT”) (or equivalent for non-Michigan residents) for all of its owners, employees, agents, representatives, contractors, and/or other personnel who will be on any Owner’s premises to carry out the services contemplated by the contract documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor, and/or other personnel of the Firm will be on any Owner’s premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of “Listed Offense” as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the Owner may immediately terminate the contract.

SIGNATURE

Dated this _____ day of _____, 20_____.

FIRM NAME: _____

BY: _____
Signature

Position/Title

_____, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20____, in the county of _____ and the state of _____.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:



CITY OF WESTLAND

VENDOR ETHICS DISCLOSURE STATEMENT

NOTE: Pursuant to Chapter 2, Section 2-707(a), of Westland City Code, before any contract is awarded which requires approval by the City Council, the vendor must disclose any substantial interest held by any city official or city employee or their immediate family in the vendor’s business.

- Please fill out this form to the best of your knowledge and belief; attach additional pages if needed.
- Pursuant to Chapter, Section 2-707(b) of the Westland City Code, your completed disclosure statement (original) is a public document to be filed with the Westland City Clerk, 36300 Warren Road, Westland, Michigan 48185. A copy of your disclosure statement will be forwarded to the Board of Ethics.

(Vendor’s _____ Name)

(Address) _____

(Name of Person Completing) _____

(Title) _____

The following individuals or their immediate family members, to the best of my knowledge, have a substantial interest in (Vendor’s Name) _____ :

Name of Individual with Substantial Interest:

Mayor _____	_____
City Council Member _____	_____
City Clerk _____	_____
Department Directors _____	_____
Deputy Directors _____	_____

Board or Commission Members _____
Employee _____
None of the Above _____

I certify that to the best of my knowledge, information and belief the above is true.

Signature _____

Date _____