

REQUEST FOR PROPOSAL

RFP # 18-05

On-Call Pool Mechanical Services

City of Ann Arbor



Due Date: February 21, 2018 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I- GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide licensed mechanical contracting services for the maintenance, repair, or improvement of existing City of Ann Arbor facilities.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before February 8th, 2018 at 1:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matt Warba, Field Assistant Manager- Mwarba@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective Contractor be in doubt as to the true meaning of any portion of this RFP, or should the Contractor find any ambiguity, inconsistency, or omission therein, the Contractor shall make a written request for an official interpretation or correction by the due date of questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the Contractor's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the Contractor. An official authorized to bind the Contractor to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

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

No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Contractors, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected Contractor to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of February 26th, 2018**. Contractor must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Contractor's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before February 21th, 2018 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (2) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **"RFP No.18-05 – On-Call Pool Mechanical Services"** and list the Contractor's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Contractor for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Contractors are responsible for submission of their proposal. Additional time will not be granted to a single Contractor. However, additional time may be granted to all Contractors at the discretion of the City.

A proposal will be disqualified if:

The forms provided as Attachment A – City of Ann Arbor Prevailing Wage Declaration of Compliance, Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

Please do not provide these forms outlined directly above within the separately sealed Fee Proposal envelope.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a Contractor's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review t this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected Contractor's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful Contractor must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

The scope of every as-needed project and related services will be determined by the respective Work Statement issued for that project, not the Professional Services Agreement as a whole. As such, the category of each laborer(s) whose wage level is subject to federal, state and/or local prevailing wage law will be determined for each Work Statement and the applicable wage rate determination(s) for each Work Statement will be that which is in place 10 days before the Work Statement is issued.

The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

It is understood that any subcontract entered into by the selected Contractor shall contain similar wage provisions covering a subcontractor's employees who perform work on any Work Statement.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the Contractor complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Contractor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is

allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, Contractor agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The Contractor must clearly state the reasons for the protest. If a Contractor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Contractor to the Purchasing Manager. The Purchasing Manager will provide the Contractor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	February 8, 2018, 1:00 p.m.
Addenda Published (if needed)	Week of February 12, 2018
Proposal Due Date	February 21, 2018, 2:00 p.m.(local time)
Tentative Interviews (if needed)	Week of February 26, 2018
Selection/Negotiations	TBD
Expected City Council Authorization	TBD

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected Contractor will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all Contractors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more Contractors to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

The City of Ann Arbor, Michigan, is requesting proposals from licensed Pool contractors able to provide scheduled and emergency mechanical services required by the City of Ann Arbor Public Works Unit, and to assist the Public Works Unit as needed.

A. DESCRIPTION

The scope of services will consist of individual tasks to be determined and assigned during the contract period. The type of work may include, but is not limited to; the inspection/maintenance of all pool related appurtenances, acid washing of pool, pressure testing filtration system, sensors, repair and/or installation of plumbing, pool heating boilers, pool chemical feed, process piping, pumps and valves, pool filtration systems, repair/replacement/calibration of chemical feeders, removal/replacement of sand and gravel within the filter. Examples of potential tasks include obtaining permits, maintenance of pool heating boilers, pool startup/shutdown, replacement of mechanical piping, and other mechanical activities to be determined by the City.

The term of the contract is two (2) years beginning May of 2018 ending on April 30, 2020 with an optional extension for up to two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract. If the contract is extended, an annual cost escalator of no more than 3% per year may be added to the submitted rates. A written request from the Contractor at the end original contract period from will be required to consider any rate adjustments. There will be no minimum value of services awarded by the City under this contract. The estimated budget for services is \$75,000 per fiscal year.

B. CONTRACT IMPLEMENTATION

As non-emergency projects develop, the City will prepare a written scope of work on each project, including a proposed schedule. The selected on-call contractor(s) shall provide the City a price proposal to complete the project work including:

- Total costs for self-performed work with a breakdown of the total labor cost.
- Material costs, if provided by the Contractor.
- Subcontractor names and costs with allotted mark-up percentages.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

For emergency work, the Contractor shall provide verbal or written confirmation of anticipated labor, material and equipment necessary to perform the work. Final costs shall be paid on a time and materials basis using the rates and information provided in the Fee Proposal Form.

The City will assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual tasks solicited by the City under this Contract. Proposals shall be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing.

The Contractor shall be entitled to a 15% markup on material and equipment rental costs. The Contractor shall be entitled to a 5% markup on subcontractor costs. Back-up documentation for material and equipment costs shall be provided with all proposals. The City may also decide to complete tasks on a Time and Materials basis using the fee schedule included as part of the Contractor's proposal.

C. REQUIREMENTS

1. The ability to work effectively with the City's staff with respect to any of the construction services required by the City.
2. The ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the City. The Contractor's services will be utilized for construction activities that exceed the staffing level, available equipment or expertise of the the City.
4. The ability to respond to emergency service requests by City staff within the time identified on the Fee Proposal Form.
5. It is the responsibility of the Contractor to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the Contractor by phone as emergencies occur, and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).

D. GENERAL SAFETY REQUIREMENTS

The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the City along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the City's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with the City of Ann Arbor must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

E. STANDARD SPECIFICATIONS

All work under this Contract shall be performed in accordance with the City's Standard Specifications in effect. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

F. TYPICAL PROJECT SCOPE OF SERVICES

A typical project will have the following scope of services:

1. Visit the project site with City staff and identify a preliminary scope of services.
2. Review any drawings, specifications, reports, etc. provided by City staff on the proposed project.
3. Develop and agree on a final scope of services.
4. Provide schedule and quote for labor, material and equipment. Submit to City staff for review and approval.
5. Obtain written approval from the City for implementation of the scope of services.
6. Perform all work necessary.
7. City staff will review all work prior to final sign off. Contractor to address all identified deficiencies in the work.

Contractor to provide final documentation for all time and materials.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Contractors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 40 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Resumes and qualifications are required for all proposed project personnel who will be assigned to the projects. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
4. Respondent shall provide proof of capability to respond to an emergency service call within the time identified in the Fee Proposal Form after notification by the City of a service need, including weekends and holidays.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area that indicates direct involvement with the City of Ann Arbor's existing pools within the last 2 years that indicates a proven ability of the company and key personnel in implementing similar projects. The proposal should also indicate the ability to have projects completed within the budgeted amounts. Provide a summary of at least ten (10) projects completed within the last three (3) years that includes the project description, construction cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Provide information on key supervisory personnel as indicated below. All supervisory personnel shall be direct employees of the firm. Minimum information to be provided shall be educational background, work experience with the proposing firm, applicable work experience with prior employers, specific project experience and skills, and a list of at least five projects completed with proposing firm.

Project Manager: Person who will be responsible being the main contact person and responsible for the management of the Contractor's team assigned to a particular project.

Foreman/Field Superintendent: Person who will be on site once construction commences and responsible for the direct supervision of the laborers, daily coordination of the work on site and, on site management such as material deliveries, outages, etc.

Provide a table with a list of equipment available for use on City project tasks. The list shall include a description of the type of equipment and size, if relevant. The equipment list shall include only equipment owned by the Contractor.

Finally, identify any subcontractors whom may assist you with potential services identified in this RFP. Include similar reference data for subcontractors and employees as requested above for the main proposer.

C. Fee Proposal - 20 points

The respondent should use the Fee Proposal Form provided in this RFP. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. The Fee Proposal Form must be completed and any additional fee information shall be appended.

Scoring for the Fee Proposal will be based on the hourly rates identified for the requested categories. The hourly rates may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Contractor agreement form is included as Appendix A herein.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

E. Interview

The Contractor selection committee will evaluate each proposal by the above-described criteria and may select firms to be interviewed. The committee may contact references to verify material submitted by the proposers.

The selection committee will then schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their

qualifications, past experience and their fee proposal. The interviews may include up to one-half hour of presentation by the Contractors, followed by approximately one-half hour of questions and answers. The Contractor's interview committee shall consist of no more than three representatives of the Proposer's project team (including the person who will be project manager for this Contract). Audiovisual aids may be used during the interviews, such as digital presentations. The interviews may be recorded by the selection committee.

The firms interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firms may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation.

The City will determine whether the final scope of the project to be negotiated will be entirely as described herein, a portion of the scope, or a revised scope.

F. Attachments

Prevailing Wage Declaration of Compliance, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission and not provided only within the Fee Proposal.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through B) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Contractors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Contractor, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the

proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the Contractors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the Contractor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Contractor must acknowledge in its proposal all addenda it has received. The failure of a Contractor to receive or acknowledge receipt of any addenda shall not relieve the Contractor of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

FEE PROPOSAL FORM
RFP #18-05 - On-Call Pool Mechanical Services

Respondent's Name: _____

Provide Hourly Billing Rates for the following positions:

Personnel	Regular Hourly Rate Monday-Friday	Overtime Hourly Rate Monday-Saturday	Hourly Rate Sundays and Holidays
Foreman/Superintendent			
Journeyman			
Apprentice			

If there are any other key personnel that do not fit within the above categories, please identify those staff and their rates below:

Name and Title	Regular Hourly Rate Monday-Friday	Overtime Hourly Rate Monday-Saturday	Hourly Rate Sundays and Holidays

The regular hourly rate shall be applicable during normal business hours Monday through Friday. The overtime rate shall apply outside of normal work hours Monday through Friday, and all day on Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and Holidays. Please identify any exceptions to proposed hourly rates and associated time periods below:

Please append any equipment hourly costs for equipment owned by the proposing firm.

If work is performed by a subcontractor to the proposing firm, an additional markup of five percent (5%) shall be added to the fees of the subcontractor.

If repair parts, materials or rental equipment are required, an additional markup of fifteen percent (15%) shall be added to those costs.

Provide the maximum anticipated response times for both standard and emergency tasks:

Standard Response Time (Hours): 24 - 48 hours

Emergency Response Time (Hours): 24 hours or less

The term of the contract is two (2) years ending on April 30, 2020 with an optional extension for up to two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract. If the contract is extended, an annual cost escalator of no more than 3% per year may be added to the submitted rates. A written request from the Contractor at the end original contract period from will be required to consider any rate adjustments.

The undersigned hereby declares that he/she has carefully examined the conditions of this request for proposal and will provide the services as specified for the prices set for in this proposal.

Representative's Name: BRIAN BOYER

Signature:  Date: 2-21-18

SECTION IV - ATTACHMENTS

Attachment A – Prevailing Wage Declaration of Compliance Form

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

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Attachment G – Living Wage Ordinance Poster

Attachment H – Sample Certified Payroll Form

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of Ohio, for whom Brian Boyer bearing the office title of President whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC. ~~_____~~
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.) ~~_____~~
- An individual, whose signature with address, is affixed to this RFP. ~~_____~~

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Brian Boyer Date 2-21-18

(Print) Name BRIAN BOYER Title President

Company: Northwest Pools Inc

Address: 2620 Centennial Toledo OH 43617

Contact Phone 888 843 5551 Fax 419 843 8505

Email northwestpoolsinc@yahoo.com

**ATTACHMENT D
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (e) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (f) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Northwest Pools Inc 2620 Centennial
 Company Name Street Address

Brian Boyer 2-21-18 Toledo OH 43617
 Signature of Authorized Representative Date City, State, Zip

BRIAN BOYER, PRES. 888 843 5551
 Print Name and Title Phone/Email address

northwestpoolsinc@yahoo.com

ATTACHMENT E



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<i>Northwest Tools Inc</i>	888 843-5551	
Vendor Name	Vendor Phone Number	
<i>Brian Boyer</i>	2-21-18	BRIAN BOYER
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

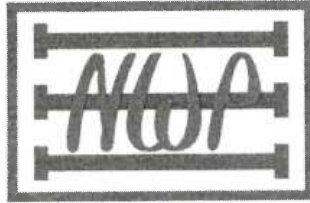
Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**



NORTHWEST POOLS, INC.

2620 Centennial Rd., Suite M
Toledo, Ohio 43617
VOICE - (419) 843-5551
TOLL FREE - 888-843-5551
FAX - (419) 843-8505

Commercial Sales & Service Center

Professional Qualifications

1. Northwest Pools Incorporated is located at:
2620 Centennial Road, Suite M
Toledo, Ohio 34617
Northwest Pools operates as a corporation and services Ohio and Michigan. All services and deliveries will be dispatched from the address listed above.
2. Brian Boyer is the President of Northwest Pools and will be responsible for all contract work and estimating job costs. TJ Dietz and Scott Scherzer are the two service techs/job supervisors that will be taking care of your account.
3. Northwest Pools has been in business for 35 years. Our company builds and services commercial swimming pools in Ohio and Michigan. Services include the plumbing of pools, filter repair/replacement, heater installation/repair, pump repair/replacement, chemical feed systems, pool openings/closings, and chemical sales/delivery. Northwest Pools only works on commercial facilities at municipalities, high schools, country clubs, and hospitals.
4. Northwest Pools will respond to all emergency calls within 24 hours or sooner if needed. We have supplied your pool managers with our cell phone numbers so they can contact us anytime day or night.

Past involvement with similar projects

Northwest Pools has been servicing your aquatic facilities for more eight years. Our service techs have developed a good working relationship with your managers and have in-depth knowledge of your pools. I will list some of our other customers below.

University of Michigan Med-Sport 1 pool
Toledo University 4 pools and 1 spa
City of Toledo 6 pools and 1 spray-ground
City of Archbold OH. 1 pool
Green Hills com. Pool Lambertville MI
Belmont Country Club 2 pools
Toledo Country Club 1 pool
Ayersville High School 1 pool

St Francis High School 1 pool
Lifetime Fitness clubs throughout MI 2 pools and 1 spa
Wildwood Athletic club/ProMedica Hospital

Reference names and phone number can be provided if needed.

Main contact for Northwest Pools Inc. Brian Boyer.
On site supervisors for Northwest Pools Inc. TJ Dietz or Scott Scherzer.

Northwest Pools does not use any subcontractors for the services listed above.

Authorized Negotiator

Brian Boyer (419) 843-5551 bboyer3489@aol.com
Northwest Pools email northwestpoolsinc@yahoo.com
Fax (419) 843-8505

FEE PROPOSAL FORM
RFP #18-05 - On-Call Pool Mechanical Services

Respondent's Name: Northwest Pools Inc

Provide Hourly Billing Rates for the following positions:

Personnel	Regular Hourly Rate Monday-Friday	Overtime Hourly Rate Monday-Saturday	Hourly Rate Sundays and Holidays
Foreman/Superintendent	80 ⁰⁰	120 ⁰⁰	160 ⁰⁰
Journeyman	80 ⁰⁰	120 ⁰⁰	160 ⁰⁰
Apprentice	80 ⁰⁰	120 ⁰⁰	160 ⁰⁰

If there are any other key personnel that do not fit within the above categories, please identify those staff and their rates below:

Name and Title	Regular Hourly Rate Monday-Friday	Overtime Hourly Rate Monday-Saturday	Hourly Rate Sundays and Holidays

The regular hourly rate shall be applicable during normal business hours Monday through Friday. The overtime rate shall apply outside of normal work hours Monday through Friday, and all day on Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and Holidays. Please identify any exceptions to proposed hourly rates and associated time periods below:

Please append any equipment hourly costs for equipment owned by the proposing firm.