

REQUEST FOR PROPOSAL

RFP # 18-09

Cobblestone Farm Rental Space Event Services

City of Ann Arbor
Parks & Recreation



Due Date: January 22, 2018 by 2:00 p.m. (local time)

Issued By:

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

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: SCOPE OF SERVICES	9
SECTION III: MINIMUM INFORMATION REQUIRED.....	16
SECTION IV: ATTACHMENTS	19
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT	27

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a qualified firm(s) to provide the Custodial Services and Rental Space Event Services at Cobblestone Farm as specified within the specification/scope of work outlined herein.

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 January 17, 2018 at 10:00 a.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Jessica Black, Recreation Supervisor – jblack@a2gov.org

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

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

A pre-proposal meeting will not be held

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 offeror. An official authorized to bind the offeror 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 offeror'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 offerors, 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 offeror to this project. If the City chooses to interview any offeror, the interviews will be tentatively held the **week of January 29, 2018**. Offeror 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 offeror'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 January 22, 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 offeror must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each offeror 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. 18-09 – Cobblestone Farm Rental Space Event Services"** and list the offeror'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 offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single offeror. However, additional time may be granted to all offerors at the discretion of the City.

A proposal will be disqualified if:

The forms provided as 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 offeror'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 the 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 offeror'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 offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the offeror complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror 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 offeror 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, offeror 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 Offeror 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 offeror must clearly state the reasons for the protest. If a offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror 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	January 17, 2018 at 10:00a.m.
Addenda Published (if needed)	Week of January 16, 2018
Proposal Due Date	January 22, 2018 at 2 9.m. (Local Time)
Tentative Interviews (if needed)	Week of January 29 2018
Selection/Negotiations	Jan/Feb 2018
Expected City Council Authorizations	February 2018

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 offeror 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 offerors.
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 offerors 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

Background

Cobblestone Farm is owned and operated by the City of Ann Arbor, Parks and Recreation services unit. The bank barn on the property is rented by the public for special events ranging from weddings to reunions. The barn is also used by many local businesses and organizations for off-site meetings. In addition to the bank barn, the property at Cobblestone Farm has a historic farm house, and an animal barn with livestock animals and gardens.

The bank barn has become increasingly popular as a rental space and is booked 7 days a week, up to 18 months in advance. The inside of the barn is approximately 3 stories tall and over 3,000 square feet. There is a main floor, loft area, warming kitchen and food serving area. Over the past three years, there are on average 175 events held each year with visitor attendance over 30,000 people.

The City of Ann Arbor wishes to establish a contract with qualified firm(s) to provide the rental space services as identified in this RFP. This proposal covers the set-up and tear-down of tables and chairs in the event space as well as cleaning of the event space, bathrooms and office area in accordance with the following specifications and general conditions.

Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state, and federal law.

SCOPE OF SERVICES

Custodial Work

The areas listed below are to be cleaned a minimum of twice weekly and not during prime office hours. Prime office hours are defined as Monday, Wednesday, Thursday and Friday 10am-4pm and Tuesday 10am-8pm. In addition, this work is not to be done during event times.

Downstairs

Bathrooms

- Sweep floors properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom or mop.
- Mop floors – upon completion of wet mopping or scrubbing, the floors shall be clean and free of dirt, stains, spills, and marks. Mop marks to present a clean appearance.
- Clean all toilets, counter tops, stall partitions and sinks using appropriate germicidal disinfectant cleaning products.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove and properly dispose of all trash in bathrooms including individual stall trash cans and replace with clean bags.
- Replenish all paper supplies in each stall and the backup supply in the counter top drawers. Fill soap dispensers.

- Dust ceiling, pipes and walls for spider webs, bugs, etc. Concentrate on corners and behind toilets. Check walls for spills and remove as needed.
- Clean hand dryer and surrounding tile wall with appropriate cleaning product. Empty and clean catch basin with appropriate cleaning product.
- Wipe down doors inside and out (specific attention to door handles and surrounding area).
- Once every 2 weeks clean brown rubber trim once with appropriate cleaning product.
- Mops used in the bathroom may not be used in any other part of the building.
- Safety precautions will be followed at all times, including but not limited to, placement of “wet floor” signs.

Entry & Bathroom Hallway

- Sweep & mop floors as described above.
- Vacuum brown rugs – change rugs if needed.
- Clean all doors inside and out (specific attention to door handles and surrounding area) with appropriate clean product.
- Clean drinking fountain using stainless steel cleaner and a clean rag to remove all streaks and water spots.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
- Safety precautions will be followed at all times, including but not limited to, placement of “wet floor” signs.

Large tile floor area

- Sweep & mop floors as described above.
- Clean sink, counter top and microwave with appropriate cleaning product.
- Clean outside and inside of refrigerator. For outside doors and handle, use stainless steel cleaner and a clean rag to remove all streaks and water spots. For inside drawers and shelves, use appropriate cleaning product
- Remove and properly dispose of all trash and replace with new liners. Wipe interior of trash cans with appropriate cleaning product and dry before replacing with new liner.
- Dust wooden beams along the floor, ceiling beams and duct work and light to remove bugs, cobwebs, etc. with appropriate cleaning product. Move wooden screens and extra tables to clean around and underneath.
- Move wooden table, chairs and bench to sweep & mop underneath.
- Dust and clean wooden table, chairs and benches with appropriate cleaning product.
- Maintain organization of clean brown rug storage area.
- Properly dispose of recycle items in kitchen area (bin of pop cans/ bottles).

Offices

- Vacuum all carpeted areas including underneath desks, plastic rug protectors and various chairs and tables. In private office, vacuum along wood beam underneath windows.

- Empty all trash receptacles at desks and replace with new liners. Wipe interior of trash cans when appropriate.
- Wipe desk tops and phones weekly with appropriate cleaning product.
- Change bag in shredder and replace with new bag as needed. Take out recycling under at each desk and near copier.
- Dust ceiling beams, duct work, tops of filing cabinets and floor beams every 2 weeks to remove bugs, cobwebs, etc. with appropriate cleaning product.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
- Using appropriate cleaning product, dust the copier machine including around and behind every 2 weeks.
- Once monthly clean office desk chairs (seats, legs, casters, wheels, arm rests) with appropriate cleaning product.

Event Space

Changing rooms / Elevator

- Vacuum all carpeted areas including underneath various pieces of furniture (sofa, tables and chairs.)
- Empty all trash receptacles and replace with new liners. Wipe interior of trash cans when appropriate.
- Dust wooden furniture and clean glass or wooden tops, legs, seats with appropriate cleaning product.
- Remove and dust window screens and sills every 2 weeks with appropriate cleaning product in the west changing room.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove any items from small refrigerators and clean with appropriate cleaning product.
- Sweep & mop elevator floor. Clean interior walls and light fixtures with appropriate cleaning product.

Kitchen

- Clean exterior and interior oven surfaces using appropriate cleaning product.
- Clean refrigerator inside and out using appropriate cleaning product to remove any spills or food debris.
- Clean and disinfect triple sinks and water bowl catch basin under the sink using appropriate cleaning product.
- Sweep and mop tile floor, concentrating on corners, underneath sinks and prep spaces. Move stainless steel tables to clean thoroughly underneath.
- Remove and properly dispose of all trash. Clean exterior and interior of trash cans with appropriate cleaning product and dry before refilling with liners.
- Clean interior and exterior of trash chute door to remove debris using appropriate cleaning product.
- Clean interior and exterior dumbwaiter doors and clean all inside surfaces using appropriate cleaning product.

Routine Cleaning

- Use the self-cleaning function on the oven every 2-3 months or as needed.

- Clean trash chute with hose and appropriate cleaning product monthly. (Spring-Fall)
- Replace bug light screen monthly.

Wood floors and Stairs (main floor and loft)

- Sweep floors, stairs and staircase landings properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom. Report any damage or unusual areas to supervisor.
- Mop floors, stairs and staircase landings with appropriate solution for wood floors.
- Every 2 weeks, take apart staircase light fixtures to clean glass and dispose of any debris.

Routine Cleaning

- Clean baseboards, wooden trim, and walls in the staircases to remove any substances. Report damages to drywall or paint to supervisor; repair as needed.
- Report to the supervisor the condition of the floor and stairs with regards to deep cleaning, sand/screen and sealing.

Tables and Chairs

- Maintain event tables ensuring all parts are working and in safe condition. Report to staff any damages and if new tables are needed.
- Replace lost rubber pads on chairs or tables.
- Evaluate chairs for cleanliness and steam clean chairs as needed.

Walls

- Remove any hangers, hooks, tape, fixtures, materials, etc. left by events.
- Clean walls where spills and splashes have occurred with appropriate cleaning product.

Icicle Lights

- Report any non-working lights to staff and replace or adjust tension on lights as needed.

Event Services

Cobblestone is open up to 7 days a week with the majority of events taking place Thursday – Sunday. Every event requires an **event set-up**, **event tear-down** and **event clean**. Each event has a floor plan submitted which is specific to their event. The floor plan consists of tables sized 72” or 48” round or 6’ rectangular. There are up to 220 banquet chairs available to the event. Every event size is different, as is their floor plan. It is reasonable to expect an event set-up and tear-down to take a minimum of 1.5 hours each. A typical clean can take approximately 1 hour.

The supervisor of Cobblestone Farm will create an event calendar which is updated as event details are given. The event calendar will contain exact start and end times, and what is required for the event – tables and chairs set-up, tear-down, clean only, etc. It is reasonable to expect that information related to the event may change within 24 hours of the event day and as such, the contractor must have the flexibility to make adjustments and meet the needs of the event. Events are allowed to remain in the barn until 1am and cannot start again until 10am, unless approved by staff.

It is reasonable to expect a contractor to complete an event set-up a minimum of 30 minutes in advance of the rental start time. When there is no event the following day, the most recent event must be tore-down and cleaned within 12 hours of event end time. For example, a Sunday event ends at 1am and there is no Monday event, the Sunday event will be tore-down and cleaned by 1pm on Monday.

Event set-up:

- Evaluate floor plans with staff in person or by email 2-3 days before event day. Make recommendations for changes if needed.
- Check event calendar for timing of events as this may change daily.
- Set-up 72" round, 6' rectangular and 48" round tables per event floor plan.
- Set-up banquet chairs per event floor plan. Standard set up is 10 chairs to a table unless otherwise noted on the floor plan.
- Set-up miscellaneous items per event floor plan (podium).
- Adjust tension on icicle lights so they are straight.

Event tear-down:

- Clean all table tops with a damp towel and appropriate cleaning product. Remove any wax, food spills, beverage spills, streaks, etc.
- Tear-down 72" round, 6' rectangular and 48" round tables and either store appropriately or set-up based on event schedule.
- Stack all banquet chairs and store appropriately or set-up based on event schedule.
- Store all miscellaneous items in closets or set-up based on event floor plan.

Event Clean:

Wood floors and Stairs (main floor and loft)

- Sweep floors, stairs and staircase landings properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom. Report any damage or unusual areas to supervisor.
- Mop floors, stairs and staircase landings with appropriate solution for wood floors.

Kitchen

- Clean exterior and interior oven surfaces using appropriate cleaning product.
- Clean refrigerator inside and out using appropriate cleaning product to remove any spills or food debris.
- Clean and disinfect triple sinks and water bowl catch basin under the sink using appropriate cleaning product.
- Sweep and mop tile floor, concentrating on corners, underneath sinks and prep spaces. Move stainless steel tables to clean thoroughly underneath.
- Remove and properly dispose of all trash. Clean exterior and interior of trash cans with appropriate cleaning product and dry before refilling with liners.
- Clean interior and exterior of trash chute door to remove debris using appropriate cleaning product.
- Clean interior and exterior dumbwaiter doors and clean all inside surfaces using appropriate cleaning product.

Bathrooms

- Sweep floors properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom or mop.
- Mop floors – upon completion of wet mopping or scrubbing, the floors shall be clean and free of dirt, stains, spills, marks, mop marks to present a clean appearance.
- Clean all toilets, counter tops, stall partitions and sinks using appropriate germicidal disinfectant cleaning products.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove and properly dispose of all trash in bathrooms including individual stall trash cans and replace with clean bags.
- Replenish all paper supplies in each stall and the backup supply in the counter top drawers. Fill soap dispensers.
- Clean hand dryer and surrounding tile wall with appropriate cleaning product. Empty and clean catch basin with appropriate cleaning product.

Entry & Bathroom Hallway

- Sweep & mop floors as described above.
- Vacuum brown rugs – change rugs if needed.
- Clean drinking fountain using stainless steel cleaner and a clean rag to remove all streaks and water spots.

Large tile floor area

- Sweep & mop floors as described above.
- Remove and properly dispose of all trash and replace with new liners. Wipe interior of trash cans with appropriate cleaning product and dry before replacing with new liner.
- Move wooden table, chairs and bench to sweep & mop underneath.
- Dust and clean wooden table, chairs and benches with appropriate cleaning product.
- Maintain organization of clean brown rug storage area.
- Properly dispose of recycle items in kitchen area (bin of pop cans/ bottles).

Bridal Changing Room

- Vacuum all carpeted areas including underneath various pieces of furniture (sofa, tables and chairs.)
- Empty all trash receptacles and replace with new liners. Wipe interior of trash cans when appropriate.
- Dust wooden furniture and clean glass or wooden tops, legs, seats with appropriate cleaning product.
- Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- Remove any items from small refrigerators and clean with appropriate cleaning product.
- Replace light bulbs as needed and wipe down surface of lamps after each event using appropriate cleaning product.

Garbage Disposal

The contractor is responsible to ensure that all garbage generated from the event and office space is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Ann Arbor.

Building

Upon the completion and during the sequence of their duties, custodial personnel will turn off all lights in the unoccupied areas unless otherwise directed. It is also the responsibility of the custodial personnel to check for open or unlocked windows, doors and to close and secure them. When difficulty is encountered in keeping areas locked or windows closed and locked, the building supervisor shall be notified immediately (within one hour).

Safety

The contractor is responsible for instructing their employees in appropriate safety measures. Custodial employees will not place mops, brooms, machines, and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate signs to indicate danger/hazardous floors, walk left or right, etc., shall be provided by the awarded contractor. Such signs will be displayed at all times in an area where cleaning requires the use of any equipment or supplies such as buckets, water, floor finish, etc., which could cause a traffic obstruction or personal hazard. Cleaning techniques will be implemented to minimize situations where personnel must cross a wet or slippery surface to gain access to other parts of the building.

Building Keys and Alarm

Building keys and an alarm code will be given to the contractor when necessary. No duplicate keys will be made by awarded contractor unless prior written approval is given by City contract Administrator. If this policy is not adhered to, the contractor will be liable for any costs required in alarm code changes, lock change and/or re-keying for agency security purposes.

****Cobblestone Farm is open as the Parks & Recreation Customer Service office, Monday –Friday, 8am-5pm and for events, seven days a week with varying hours.***

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. 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 – 20 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. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. 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.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Offeror intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy in regards to providing the requested services.

Offerors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fees should be provided on the Fee Proposal Form as provided in Attachment A. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. 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

F. Attachments

Legal Status of Offeror, 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.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) 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 offerors.
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 offeror, 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 D), 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 offerors 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 offeror'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 offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror 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.

SECTION IV - ATTACHMENTS

Attachment A – Fee Proposal Form

Attachment B - Legal Status of Offeror

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

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

ATTACHMENT A FEE PROPOSAL FORM

Pricing shall be submitted as follows:

	Custodial Services Monthly Cost	Custodial Services: Expected Number of Hours PER WEEK	Event Services (Includes Seat, Tear and Clean) cost PER EVENT	Event Services: Expected Number of Hours PER EVENT
Year One (1)				
Year Two (2)				
Year Three (3)				
Year Four (4) – Extension				
Year Five (5) - Extension				

Pricing shall remain firm for the duration of the contract.

Name and phone number of person(s) in the organization authorized to negotiate on behalf of your organization:

Name _____ E-mail _____ Phone _____

Exceptions – only exceptions listed here will be considered. It is at the City's discretion to approve any or all exceptions listed below.

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Offeror is:

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

*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.

Offeror 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 Date: _____

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

**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:

- (a) 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

- (b) 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.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) 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.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT E



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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 <hr/> <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:		
Vendor Name		Vendor Phone Number
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](http://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.**

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or

liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CITY, it shall be addressed and sent to:

(insert name of Administering Service Area Administrator)

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

EXHIBIT C INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

RFP No. 18-09 – Cobblestone Farm Rental Space Services
Darrin Newlin DBA Magic Finish
1370 Rue Willette
Ypsilanti, MI 48198

PROFESSIONAL QUALIFICATIONS

Darrin Newlin DBA Magic Finish
1370 Rue Willette
Ypsilanti, MI 48198
Phone#: 734-368-3040
Email address: darrinnewlin@yahoo.com

Business established: Years in business: **21**

Business Structure: **Sole Proprietor**

Number of years in business as current company – **Magic Finish**: The Company has been in business 21 years performing janitorial/custodial and maintenance services in the Ann Arbor/Ypsilanti area.

The largest single contract this company has held is \$47,200 with the City of Ann Arbor in 2017.

Magic Finish employs one full-time employee, Darrin Newlin, owner (resume is attached). Darrin Newlin will be physically located at Cobblestone Farm when performing custodial and event services work.

RFP No. 18-09 – Cobblestone Farm Rental Space Services
Darrin Newlin DBA Magic Finish
1370 Rue Willette
Ypsilanti, MI 48198

PAST INVOLVEMENT WITH SIMILAR PROJECTS

I have been employed in commercial cleaning/maintenance for the past 31 years. I worked in housekeeping for the University of Michigan (U of M) for 16 year, 1984 - 2000. While there I performed all aspects of commercial cleaning. After leaving the U of M, I began work at the Ypsilanti Community Utilities Authority (YCUA), Wastewater Plant. While at YCUA, 2000-2010, I performed both janitorial/commercial cleaning and maintenance duties. From 1996 to the present, I have been at Cobblestone Farm doing event services and janitorial services.

References:

Company name: City of Ann Arbor/Cobblestone Farm
Contact name: Jessica Black
Phone Number: 734-794-6230 x42502
Scope of Service: Event services/custodial services

Company Name: University of Michigan
Contact Name: Sally Gonzalez
Phone Number: 734-764-1234
Scope of Service: Custodial

Company Name: Ypsilanti Community Utilities Authority
Contact Name: Brooke Miller
Phone Number: 734-484-4600
Scope of Service: Custodial/Maintenance

RFP No. 18-09 – Cobblestone Farm Rental Space Services
Darrin Newlin DBA Magic Finish
1370 Rue Willette
Ypsilanti, MI 48198

Custodial Services:

Custodial services will be performed Monday, Wednesday & Friday (or as needed)

Services performed include:

- Clean office area – wipe desk tops, phones, copier
- Dust all surfaces in office area
- Pull/empty trash & shredded paper bins
- Vacuum office area
- Clean restrooms, wall and doors
- Clean hallways – mop, vacuum rug, roll up or replace
- Dust all horizontal surfaces
- Vacuum, dust and clean mirrors in bridal/groom changing rooms
- Clean inside and outside of refrigerator
- Organize program area, clean kitchen
- Sort soiled rugs
- Sweep and mop floors in program area
- Dust as needed
- Clean upstairs kitchen and service elevator
- Clean all stainless steel surfaces
- Check upstairs refrigerator and clean out if needed
- Check oven inside and clean if needed
- Mop floor
- Remove and dust window screens and sills bi-weekly
- Take apart staircase light fixtures, clean glass and debris bi-weekly

Perform additional duties as needed and specified in RFP.

RFP No. 18-09 – Cobblestone Farm Rental Space Services
Darrin Newlin DBA Magic Finish
1370 Rue Willette
Ypsilanti, MI 48198

Event Services:

Event services will be performed based on monthly calendar.

- Pick-up/check floor plan for next event and for changes
- Check rental space for damages, report to supervisor. Check for lost items from previous event
- Stack chairs and inspect for stain and clean if possible or put aside for steam cleaning.
- Clean tables and store chairs not needed.
- Sweep and mop floor with appropriate floor cleaners.
- Sweep and mop loft area
- Inspect chairs, clean if necessary
- Arrange chairs and table as directed by floor plan
- Clean tables and arrange according to the floor plan
- Spot wash walls as needed
- Sweep and mop main stair and loft stairs.
- Check lights for blown blubs (icicles lights)
- Clean restrooms
- Clean bridal/groom rooms (changing rooms) dust furniture, clean glass, vacuum, empty trash, check small refrigerator
- Clean kitchen – clean and disinfect all surfaces, oven sink & refrigerator, sweep and mop floors

Perform other duties as specified in RFP.

A monthly calendar will be provided from Cobblestone Farm staff with dates and times of events. All set-ups for events will be done no later than an hour before each event and torn down within 24 hours after the end of the event per the time on the calendar. In the event that there is an emergency or on-call situation I will be available within 20 minutes of the time called to address the problem. I can also be reached 24/7 by phone at 734-368-3040.

Invoices for both custodial and event services will be submitted bi-weekly to Cobblestone Farm office staff to be submitted to the City of Ann Arbor Finance office for payment.

Darrin Newlin

1370 Rue Willette
Ypsilanti, MI 48198
734-368-3040

darrinnewlin@yahoo.com

Objective

Proposal for City of Ann Arbor Cobblestone Farm rental event services

Employment History

Custodian/Maintenance - Owner

1996 – Present Magic Finish Janitorial, Family Business, Ypsilanti, MI

- Commercial Cleaning
- Some aspects of building maintenance

Commercial Maintenance Tech

3/2000 – 4/2010 Ypsilanti Community Utilities Authority, Ypsilanti, MI

- Building maintenance
- Cleaning Projects
- 3 years of Ground keeping

Custodian II

1/1/85 – 3/10/00 University of Michigan, Ann Arbor, MI

- Commercial Cleaning

Education

Ypsilanti High School, Ypsilanti, MI

- Diploma - 1980

Dorsey College, Wayne MI

- HVAC Program/Certificate
- EPA – Certified Universal License

Other Experience

- Manage and owner of Magic Finish Janitorial
- Commercial Plant Maintenance State Certificate
- Coordinates all aspects of cleaning and maintenance projects
- Stock Room Experience
- CDL Class B with air brake endorsement
- Custodial and Industrial Maintenance

References

References are available on request.

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Offeror is:

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

*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.

Offeror 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.

 Date: 1-19-18
Signature

(Print) Name Darrin Newlin Title Owner

Firm: Magic Finish

Address: 1370 Rue Willette, Ypsilanti, MI 48198

Contact Phone 734-368-3040 Fax _____

Email darrinnewlin@yahoo.com

**ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

Magic Finish

Company Name

Darrin Newlin

1-18-18

Signature of Authorized Representative

Date

Darrin Newlin, Owner

Print Name and Title

1370 Rue Willette, Ypsilanti, MI 48198

Address, City, State, Zip

734-368-3040/darrinnewlin@yahoo.com

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

**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:

- (a) 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

- (b) 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.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) 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.

Magic Finish
Company Name

1370 Rue Willette
Street Address

Darrin Newlin 1-18-18
Signature of Authorized Representative Date

Ypsilanti, MI 48198
City, State, Zip

Darrin Newlin, Owner
Print Name and Title

734-368-3040/darrinlewin@yahoo.com
Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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)
N/A	

*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:		
Darrin Newlin DBA Magic Finish	734-368-3040	
Vendor Name	Vendor Phone Number	
	1-19-18	Darrin Newlin
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

**ATTACHMENT A
FEE PROPOSAL FORM**

Pricing shall be submitted as follows:

	Custodial Services Monthly Cost	Custodial Services: Expected Number of Hours PER WEEK	Event Services (Includes Seat, Tear and Clean) cost PER EVENT	Event Services: Expected Number of Hours PER EVENT
Year One (1)	\$ 1600	15	\$160	3 1/2
Year Two (2)	\$ 1600	15	\$160	3 1/2
Year Three (3)	\$ 1600	15	\$160	3 1/2
Year Four (4) – Extension	\$ 1600	15	\$160	3 1/2
Year Five (5) - Extension	\$ 1600	15	\$160	3 1/2

Pricing shall remain firm for the duration of the contract.

Name and phone number of person(s) in the organization authorized to negotiate on behalf of your organization:

Darrin Newlin
Name

darrinnewlin@yahoo.com
E-mail

734-368-3040
Phone

Exceptions – only exceptions listed here will be considered. It is at the City's discretion to approve any or all exceptions listed below.
