

REQUEST FOR PROPOSAL

RFP # 18-25

On-Call Mechanical Services For City Facilities

City of Ann Arbor



Due Date: June 26, 2018 by 10:00 a.m. (local time)

Issued By:

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

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SECTION I- GENERAL INFORMATION

A. OBJECTIVE

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

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

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

All questions shall be submitted on or before June 14, 2018 at 1:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matt Kulhanek, Fleet & Facilities Manager at mjkulhanek@a2gov.org.

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer at 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

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

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the 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 respondents, the interviews will be tentatively held the **week of July 9, 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 June 26, 2018 at 10:00 a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

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

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

- two (2) copies of the fee proposal

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

Proposals submitted must be clearly marked: "RFP No.18-25 – On-Call Mechanical Services for City Facilities" 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 following required forms are not included with the proposal:

- Attachment A – City of Ann Arbor Prevailing Wage Declaration of Compliance**
- Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP**

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 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 offerors 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. Offerors 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.

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

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

It is understood that any subcontract entered into by the selected Offeror shall contain similar wage provisions covering a subofferor's employees who perform work on City facilities.

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

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The 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.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

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	June 14, 2018, 1:00 p.m.
Addenda Published (if needed)	Week of June 18, 2018
Proposal Due Date	June 26, 2018, 10:00 a.m. (local time)
Tentative Interviews (if needed)	Week of July 9, 2018
Selection/Negotiations	TBD
Expected City Council Authorization	TBD

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

P. IRS FORM W-9

The selected 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.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

The City of Ann Arbor, Michigan, is requesting proposals from licensed mechanical offerors able to provide scheduled and emergency mechanical services required by the City of Ann Arbor Fleet & Facilities Unit, and to assist the Fleet & Facilities Unit as needed.

A. DESCRIPTION

The scope of services will consist of individual tasks to be determined and assigned during the contract period. The type of work may include, but is not limited to; repairs and preventative maintenance of general piping, hot water tanks, drains, water supply piping, boilers, heating units, air handling equipment, chiller units, exhaust fans, ductwork and other mechanical systems as determined by the City.

The term of the contract is twenty three (23) months beginning August 2018 ending on June 30, 2020 with one (1) two-year optional extension available at the City's discretion. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract.

B. CONTRACT IMPLEMENTATION

The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract. The estimated budget for services is \$50,000 per fiscal year.

The City reserves the right to use other contractors for this work if the City deems it necessary. Special mechanical projects may be bid separately as determined by the City.

Work shall be completed on a Time and Materials basis using the fee schedule included as part of the Offeror's proposal.

The Offeror shall be entitled to a 15% markup on material and equipment rental costs. The Offeror shall be entitled to a 5% markup on subcontractor costs. Back-up documentation for material and equipment costs shall be provided at the request of the City.

C. REQUIREMENTS

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

D. GENERAL SAFETY REQUIREMENTS

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

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

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

E. STANDARD SPECIFICATIONS

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

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

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



City of Ann Arbor

RFP# 18-25

Contents: Professional Qualifications
Past Involvement with Similar Projects
Authorized Negotiator

Professional Qualifications

Company Name: Boone & Darr, Inc.

Address: PO Box 1718
Ann Arbor, MI 48106-1718

Operates as: A Corporation, licensed in the State of Michigan

History of Firm: In Business since 1954. We average \$20 Million in sales within a 30 mile radius of our office. No one can match this and we achieve it with repeat business via exceptional customer service.

Types of Services: Boone & Darr, Inc. is a full service plumbing & mechanical contractor. We service all makes & models of all types of HVAC & Plumbing Equipment. We are unique in the aspect that in addition to licensed plumbers & technicians, we also have in house certified riggers, certified welders & licensed equipment operators including a crane operator and our own crane. These additional skills and assets make our flexibility and response to unique situations second to no one.

Response Time: As stated above, our flexibility and response time is a major part of our service to our repeat customers. We have a 24/7 emergency service with several persons available to respond to the call.

Past Involvement with Similar Projects

1. Boone & Darr, Inc. has been satisfactorily servicing the City of Ann Arbor's multiple buildings for several years.
2. Boone & Darr also services Washtenaw Counties Buildings.
3. Boone & Darr has been servicing American Soy Products in Saline Michigan for several decades now.
4. Boone & Darr has been servicing Pall Corporation on Wagner Road in Ann Arbor for many decades.
5. Boone & Darr has been servicing FCA Proving Grounds in Chelsea, MI for many decades.
6. Boone & Darr is the preferred service contractor for The University of Michigan Athletic Department and all of their facilities for over a decade.
7. Boone & Darr has been the service contractor for the Great Lakes Science Center in Ann Arbor for close to a decade
8. Boone & Darr, successfully completes close to \$10 million in construction at The University of Michigan every year and have been doing to for the past 50 years plus.
9. Boone & Darr has been servicing the Federal Prison in Milan for the past two years.
10. Boone & Darr is the preferred contractor for Bryllan Pharmaceuticals in Brighton, MI. We are just now completing \$7.4 million in work over the past 2 years.

Customer Manager: John Kipfmiller

List of Equipment: Boone & Darr, Inc. has a full warehouse of equipment related to our industry that enables us to do individual projects exceeding \$14 million. Equipment availability will not be an issue.

Authorized Negotiator

Authorized Negotiator: John Kipfmiller

734-665-0658

John.kipfmiller@boone-darr.com

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. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Attachments

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

A. Professional Qualifications – 30 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. 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.
3. Respondent shall provide proof of capability to respond to an emergency service call within the time identified in the Fee Proposal Form after notification by the City of a service need, including weekends and holidays.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area, including any direct involvement with the City of Ann Arbor's existing facilities within the last 5 years that indicates a proven ability of the company and key personnel in implementing similar projects. The proposal should also indicate the ability to have projects completed within the budgeted amounts. Provide a summary of at least ten (10) projects completed within the last three (3) years that includes the project description, construction cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Customer Manager: Person who will be responsible for being the main contact person and responsible for the management of this Contract.

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

C. Fee Proposal - 40 points

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

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

D. Authorized Negotiator

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

E. Interview

The Offeror selection committee will evaluate each proposal by the above-described criteria and may select firms to be interviewed.

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

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

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

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

F. Attachments

Prevailing Wage Declaration of Compliance, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and

returned with the proposal. These elements should be included as attachments to the proposal submission and not provided only within the Fee Proposal.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through B) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate to move forward in the selection process. The committee may contact references to verify material submitted by the Offerors.
2. The selection committee will then evaluate the fee proposals of the firms selected for the short-list. The short-list firms will be re-evaluated by the above-described criteria and point system (A through C) to select the final list of firms for interviews if necessary. A firm selected for the short-list does not guarantee the proposing firm will be a candidate for the final list or receive an interview.
3. The interview must include the Offeror's team members expected to complete a majority of work under the proposed Contract, but no more than three persons 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 customer manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the 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 a 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.

FEE PROPOSAL FORM
RFP #18-25 - On-Call Mechanical Services for City Facilities

Respondent's Name: JOHN KIPMILLER

Provide Hourly Billing Rates for the following periods:

Original Contract Term	Regular Hourly Rate Monday-Friday (7a-5p)	Overtime Hourly Rate	Sunday/Holiday Overtime Hourly Rate	Travel/Show Up Charge
Start of contract - June 30, 2019	105.00	165.00	195.00	N/A
July 1, 2019 - June 30, 2020	110.00	170.00	200.00	N/A
Optional Contract Term				
July 1, 2020 - June 30, 2021	110.00	170.00	200.00	N/A
July 1, 2021 - June 30, 2022	115.00	175.00	230.00	N/A

The regular hourly rate shall be applicable during normal business hours Monday through Friday (7am – 5 pm). The overtime rate shall apply outside of normal work hours Monday through Friday, and all day on Saturday. The Sunday and Holiday hourly rate shall be applicable all day on Sunday and City observed Holidays. Please identify any exceptions to proposed hourly rates and associated time periods below:

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

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

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

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

Standard Response Time (Hours): 4

Emergency Response Time (Hours): 2

The term of the contract is approximately twenty three (23) months ending on June 30, 2020 with an optional extension for up to two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract.

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

Representative's Name: JOHN KIPFMILLER

Signature: 

Date: 6-21-2018

SECTION IV - ATTACHMENTS

Attachment A – Prevailing Wage Declaration of Compliance Form

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

Attachment H – Sample Certified Payroll Form

ATTACHMENT A

CITY OF ANN ARBOR
PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above
- (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.

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 wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

BOONE AND DARR INC
Company Name
John Kipfally 6-21-2018
Signature of Authorized Representative Date
JOHN KIPFALLER SERVICE MANAGER
Print Name and Title
4465 S. STATE ANN ARBOR, MI 48108
Address, City, State, Zip
JOHN.KIPFALLER@BOONE-DARR.COM
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

Signature Walter Cosens Date 6-21-2018

(Print) Name WALTER COSENS Title CFO

Company: BOONE AND DARR INC.

Address: 4465 S. STATE ANN ARBOR, MI 48108

Contact Phone 734-665-0648 Fax 734-665-1530

Email WALT@BOONE-DARR.COM

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)
<p style="font-size: 24px; margin: 0;">NONE</p>	

*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.

<p>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:</p>		
<p style="font-size: 24px; margin: 0;">BOONE AND DARR INC</p> <p style="text-align: center; font-size: 12px; margin: 0;">Vendor Name</p>	<p style="font-size: 24px; margin: 0;">734-665-0648</p> <p style="text-align: center; font-size: 12px; margin: 0;">Vendor Phone Number</p>	
<p style="font-size: 24px; margin: 0;"><i>John Kippmiller</i></p> <p style="text-align: center; font-size: 12px; margin: 0;">Signature of Vendor Authorized Representative</p>	<p style="font-size: 24px; margin: 0;">6-21-2010</p> <p style="text-align: center; font-size: 12px; margin: 0;">Date</p>	<p style="font-size: 24px; margin: 0;">JOHN KIPPMILLER</p> <p style="text-align: center; font-size: 12px; margin: 0;">Printed Name of Vendor Authorized Representative</p>