

SECTION IV - ATTACHMENTS

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A
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 John Mollicone bearing the office title of Treasurer, 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  Date 2/26/2020

(Print) Name John Mollicone Title Treasurer

Company: Metro Controls, Inc.

Address: 22660 15 Mile Road

Contact Phone 586-790-2500 Fax 586-790-2501

Email John.Mollicone@metrocontrols.com

**ATTACHMENT B
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.

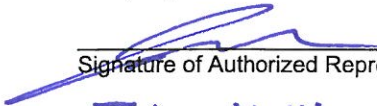
In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

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.

Metro Controls, Inc.
Company Name

 2/26/2020
Signature of Authorized Representative Date

John Mollicone Treasurer
Print Name and Title

22660 15 Mile Road, Clinton Twp. MI 48035
Address, City, State, Zip

586-790-2500 John.mollicone@metrocontrols.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

**ATTACHMENT C
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 \$13.61/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 \$15.18/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 with 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.

Metro Controls, Inc.
Company Name

22660 15 Mile Road
Street Address


Signature of Authorized Representative

2/26/2020
Date

Clinton Twp. MI 48035
City, State, Zip

John Mollicone Treasurer
Print Name and Title

586-790-2500 John.mollicone@metrocontrols.com
Phone/Email address

ATTACHMENT D



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.	() Relationship to employee
	() Interest in vendor's company
	() 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:		
Metro Controls, Inc.		
Vendor Name		Vendor Phone Number
	2/26/2020	John Mollicone
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



CONTROLS, INC.

info@metrocontrols.com
www.metrocontrols.com

Building Automation – Temperature Controls – Systems Integration – Energy Services

City of Ann Arbor
Procurement Unit

Authorized Negotiator

Mark Paparelli, Service Operations Manager: 586-790-2500 or 586-612-2929,
mpaparelli@metrocontrols.com

John Mollicone, Controller: 586-790-2500, john.mollicone@metrocontrols.com

Equipment available for execution of project tasks:

Hand tools, Gauges, Meters, Ladders, Evacuation pumps, Refrigerant recovery tanks, misc. Power tools, Van (transportation) the tools described are general service tools that every technician has on the company van for service. Any specialty tools or equipment needed for any special projects will be purchased at time of need.

Sincerely,
Mark Paparelli
Service Operations Manager
Metro Controls Inc
586-612-2929
mpaparelli@metrocontrols.com

An Authorized Representative of
AUTOMATEDLOGIC
CORPORATION *...the power of simplicity*

Phone (586) 790-2500

22660 15 Mile Road Clinton Township, MI 48035

Fax (586) 790-2501



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info@metrocontrols.com
www.metrocontrols.com

Building Automation – Temperature Controls – Systems Integration – Energy Services

City of Ann Arbor
Procurement Unit

Project Involvement with Similar Projects (last 5 years)

City of Ann Arbor Parks and Recreation: On call HVAC service 3year agreement. Contact: Scott Spooner 734-794-6230, Jason Nealis 734-620-3041

City of Ann Arbor Veterans Park: Heating Boiler replacement, Domestic Hot water storage tank replacement, Ice rink cooling tower replacement

City of Ann Arbor Buhr Park: Domestic hot water storage tank replacement

City of Ann Arbor Wheeler Building: Preventative maintenance on all HVAC equipment

City of Ann Arbor Mack Pool: Make up air unit replacement.

Charter Township of Macomb: (10 buildings) HVAC and Controls service, 5 year agreement with scheduled renewal for 2 additional years. Replaced pool dehumidification units and Make up air unit at recreation center, replaced condenser at water and sewer building. Replaced DDC system in all buildings. Contact: Jason Gelle, 586-992-0710

Bethesda Christian Church: (1 large building 79 roof top units), performed miscellaneous repairs and maintenance, replaced 5 roof top units. Contact: Brian Swartz 586-264-2300

County of Macomb: Multiple buildings, On call HVAC and DDC service, Multiple HVAC replacement and DDC replacement projects. Contact: Mike Mcintyre 586-469-5298

County of Macomb Roads: On call HVAC service and maintenance agreement 3year agreement. Contact: Leo Clavatta lclavatta@rcmcweb.org, Brian Duda bduda@rcmcweb.org

City of Warren Waste Water Treatment plant: (23 buildings) On call HVAC service 10 year agreement. Contact: Joe Kovalcik 586-264-2530 ext. 8104

The customers listed above are a sample of the number of customers we service. The customers above have performed multiple projects that span time frames beyond 5 years. Ranging from HVAC and DDC replacements. We can provide totals and customer history if needed.

Sincerely,
Mark Paparelli
Service Operations Manager
Metro Controls Inc
586-612-2929
mpaparelli@metrocontrols.com

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CONTROLS, INC.

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Building Automation – Temperature Controls – Systems Integration – Energy Services

CAPABILITIES

Metro Controls Inc. Mechanical Services Est. 1986

MECHANICAL SERVICES:

- **Sheet Metal:** Duct work and Exhaust Systems. Experienced sheet metal workers from the local sheet metal worker's union Local 80
- **Cooling:** DX, Chilled Water and Evaporative Cooling Systems
- **Refrigerants:** All Types, Including Recovery, Recycle, and Recharge
- **Air Conditioning:** Ventilation, Filtration, Humidification and Dehumidification, data centers, pool units
- **Auxiliary System Equipment:** Air Handling, Make-up and Exhaust
- **Equipment Components:** Pumps, Cooling Towers, Heat Exchangers, Coils
- **Piping:** Refrigeration, Steam, Air, Water, experienced pipe fitters from the pipefitters union Local 636
- **Electrical:** Wiring, Monitoring, High Efficiency Motors, VFD's, Lighting. Experienced electricians from the local electrician's union Local 58
- **Heating:** Steam, Hydronic, Gas and Electric, Infrared,
- **Boilers:** Steam and Hot Water – High/Low Pressure, CSD-1 Certification

Additional Services:

- **Analysis:** Oil and Refrigerant Testing, Vibration Analysis on Chillers, Pumps, Air Handlers, Motors
- **Controls:** Energy Management, BAS, D.D.C.
- **Energy Analysis:** Lighting Retrofit, High Efficiency Motors & VFD'
- **Maintenance:** Customized Planned Service Agreements

Service – Installation/Replacement – Controls Engineering

We are experienced, trained and capable of servicing and replacing all types of heating and cooling (HVAC) equipment and control systems. Currently employ HVAC Service Technicians (local 636), Service Electricians (local 58), sheet metal workers (local 80). Tridium authorized service provider.

Contact: Mark Paparelli

Service Manager
22660 15-mile rd.
Clinton Twp. MI. 48035
586-790-2500 or 586-612-2929
mpaparelli@metrocontrols.com

John Mollicone

Vice President
22660 15-mile rd.
Clinton Twp. MI. 48035
586-790-2500
johnmollicone@metrocontrols.com

Jeremy Howell

President
22660 15-mile rd.
Clinton Twp. MI. 48035
586-790-2500
jhowell@metrocontrols.com

**Commercial, Industrial, Institutional
BAS, Controls, Heating, Ventilation, Air Conditioning and Refrigeration**

Authorized dealer of

AUTOMATEDLOGIC
United Technologies

We make data **big.**TM

Phone (586) 790-2500 * 22660 Fifteen Mile Road * Clinton Township, MI 48035 * Fax (586) 790-2501



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info@metrocontrols.com
www.metrocontrols.com

Building Automation – Temperature Controls – Systems Integration – Energy Services

City of Ann Arbor
Procurement Unit

Metro Controls Inc. (22660 15 mile rd., Clinton Township, MI. 48035) has assembled a competitive preventative maintenance schedule as outlined in the request for proposal. In addition to the one page capabilities page, we wanted to send this letter along to further explain our capabilities and the capabilities of the technicians that will be assigned to your account.

Metro Controls Inc. has been in business of 34 years providing what we term as customer solutions in both our HVAC service and our Building Controls services. The attitude of Customer First is driven from our president down to the warehouse personnel. We believe in providing the best service to our customers and will stand by our work and our employees. We are signatory to local 636 (pipefitters), local 58 (electricians) local 80 (sheet metal). We have made the investment in all of these types of services to provide the solution our customers ask for. Our business has grown and is sustained by this philosophy.

The technicians that will be assigned to your account were hand selected based on the expertise you require and based on our willingness and desire to provide you with the best service. The technicians and their capabilities are as follows:

Todd Hardbarger: Journeymen pipe fitter / service technician 25 years of experience. Todd is adept in Controls (Johnson, Honeywell and Automated Logic) as well as experienced and very knowledgeable in all HVAC equipment

Steve Timko: Journeymen pipe fitter/ service technician 23 years of experience. Steve is adept in all HVAC equipment including but not limited to boilers, AHU units, pumps, computer room units, dehumidification and Building Automation Systems.

Cameron Lewis: Journeymen pipe fitter/service technician 19 years of experience. Cameron has been a service technician with York International, WJ. O'Neil, Carrier. He is well adept in all HVAC equipment and Building Automation Systems.

Dennis White: Journeymen pipe fitter/ service technician 23 years of experience. Dennis is adept in all HVAC equipment including but not limited to boilers, AHU units, pumps, computer room units, dehumidification and Building Automation Systems.

All the Technicians that will be assigned to your account are unlimited refrigerant handling certified.

Our ownership and key employees have vast knowledge in all control systems and the capabilities and components of each. As well as knowledge in all HVAC equipment and the systems they serve. We hire talented people that have the passion for service and solutions.

What we have outlined to you with the above is that we are a full service company with highly trained and experienced employees from the top of the organization. We are more than capable in providing

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CORPORATION ... *the power of simplicity*

Phone (586) 790-2500

22660 15 Mile Road Clinton Township, MI 48035

Fax (586) 790-2501



info@metrocontrols.com
www.metrocontrols.com

CONTROLS, INC.

Building Automation – Temperature Controls – Systems Integration – Energy Services

the right solution for you. We ask for you to give us the opportunity to continue to give you the service you deserve.

Our philosophy to preventative maintenance inspections is to provide the maintenance required for each type of equipment at the recommended intervals to reduce down time and save energy by analyzing the equipment and either making adjustments or recommend adjustments to the performance. We are a solution provider and we are your solution for your buildings.

All of our technicians are equipped with the latest reporting technology. They all carry tablets. This gives them the capability of viewing some control systems on site if access is allowed and given. This also allows them to fill out the inspection and repair service in a legible form during the visit. This gives you the ability to see the reports via email rapidly to know what condition your equipment is in and make adjustments or repairs to it immediately to further ensure reliability and efficiency. The inspection forms are electronic and can be customized to fit the need of the customer. We have a state of the art accounting system that allows us to schedule service intervals that will set up service dates in advance and alert the Technician assigned, the Account Executive assigned and the customer (you) if desired of when we are expected to arrive to perform our maintenance. This helps you to plan for our visit and address any issues you have been having since our last visit.

Response Time Commitment:

Along with the above description of the capable technicians that will be servicing your equipment, we have invested in a full complement of staff in the office to ensure that your needs are met. We have a Service Operations Manager, Account Manager, Billings Specialist, Scheduling Specialist. All 4 of these individuals will be responsible to assist with responding to your emergency needs during working hours. After hours Emergency needs are handled in a manner to continue our service first philosophy. I can describe it as follows: a typical call is made to our phone line, it is answered by an automated system, the customer is prompted to leave a detailed message with that system. Immediately upon disconnecting from the call. An Email is sent as well as a phone call is made at the same time to the Service Operations Manager and Account Manager. When received, those individuals call the customer using the phone number that was left in the message to assess the customer need, if needed the on-call technician is notified and dispatched accordingly. All of this takes place within 60 - 90 minutes. Typically, the technician is on site within 120 – 180 minutes

Sincerely,

Mark Paparelli

Service Operations Manager

Metro Controls Inc

586-612-2929

mpaparelli@metrocontrols.com

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CORPORATION

Phone (586) 790-2500

22660 15 Mile Road Clinton Township, MI 48035

Fax (586) 790-2501

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

THOMAS P LISOWSKI
22656 - 15 MILE ROAD
CLINTON TWSP, MI 48035

Classifications 1, 2, 3, 4, 6, 8

License No: 7107419 Expiration Date: 08/31/2022

THOMAS P LISOWSKI
22656 - 15 MILE ROAD
CLINTON TWSP, MI 48035

GRETCHEN
WHITMER

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Mechanical Contractor License

L328057

THOMAS P LISOWSKI
22656 - 15 MILE ROAD
CLINTON TWSP, MI 48035

Classifications:

- 1 - Hydronic & Cooling and Process Piping
- 2 - HVAC Equipment
- 3 - Ductwork
- 4 - Refrigeration
- 6 - Unlimited Heating Service
- 8 - Unlimited Refrigeration and Air Conditioning Services

License No.
7107419

Expiration Date:
08/31/2022

This document is duly issued
under the laws of the State of
Michigan

REQUEST FOR PROPOSAL

RFP # 20-16

ON-CALL MECHANICAL SERVICES FOR PUBLIC WORKS

City of Ann Arbor



Due Date: March 3, 2020 by 2:00 p.m. (local time)

Issued By:

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

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APPENDIX:	APX-1-29
Sample Services Agreement	
Exhibit A: Scope of Services	
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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 on-call mechanical contracting services for the maintenance, repair, or improvement of existing City of Ann Arbor facilities.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

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

All questions shall be submitted on or before February 13, 2020 at 1:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Paul Matthews, Public Works Assistant Manager pmatthews@a2gov.org.

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Purchasing Manager 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 March 16, 2020**. 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 March 3, 2020 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (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. 20-16 – On-Call Mechanical Services for Public Works**" 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 – Legal Status of Respondent**
- Attachment B – Non-Discrimination Ordinance Declaration of Compliance**
- Attachment C – Living Wage Declaration of Compliance**
- Attachment D – Vendor Conflict of Interest Disclosure**

Proposals that fail to provide these 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 an 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 Services Agreement is included in the attached Appendix. 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 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. LIVING WAGE REQUIREMENTS

The City's standard Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts.

All Offerors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein, to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal. Copies of the current Living Wage poster and Living Wage Declaration Form are attached.

If Living Wage forms are not submitted with the proposal, an Offeror will have 24 hours from the City's request to return a completed form.

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 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	February 13, 2020 by 1:00 p.m. (local time)
Addenda Published (if needed)	Week of February 17, 2020
Proposal Due Date	March 3, 2020 by 2:00 p.m. (local time)
Tentative Interviews (if needed)	Week of March 16, 2020
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 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 – BACKGROUND AND SCOPE OF SERVICES

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

A. DESCRIPTION

The scope of services will consist of individual tasks to be determined and assigned during the contract period. The type of work may include, but is not limited to, the inspection, maintenance, repair and/or installation of plumbing, HVAC systems, process piping, pumps and valves. Examples of potential tasks include obtaining permits, seasonal HVAC maintenance, repair of boiler systems, replacement of mechanical piping, and other mechanical activities to be determined by the City.

The term of the contract is two (2) years with an optional extension for up to two (2) years. It is understood that the submitted hourly rate proposals are to be honored over the term of the contract. If the contract is extended, a onetime cost escalator at the time of contract renewal of no more than 3% may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments. Extension of the contract is subject to the availability of funding.

There will be no minimum value of services awarded by the City under this contract. The estimated budget for services is \$100,000 per fiscal year.

B. SCOPE OF SERVICES

A typical project will have the following scope of services:

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

Contractor to provide final documentation for all time and materials.

C. CONTRACT IMPLEMENTATION

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

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

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

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

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

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

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

D. REQUIREMENTS

1. The ability to work effectively with the Public Works Maintenance staff with respect to any of the construction services required by the City.
2. The ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the Public Services Area. The Contractor's services will be utilized for construction activities that exceed the staffing level, available equipment or expertise of the Public Works Unit.
4. The ability to respond to emergency service requests by Public Works 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).

E. 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.

F. 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>

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 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

The following forms, copies of which are attached, should be included with the proposal submission and not provided within the Fee Proposal:

Attachment A – Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form
Attachment C – Living Wage Declaration of Compliance Form
Attachment D – Vendor Conflict of Interest Disclosure Form

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.