REQUEST FOR PROPOSAL

RFP # 25-46

Large Water Meter Replacement Services

City of Ann Arbor Public Services / Public Works



Due Date: October 22, 2025 by 2:00 p.m. (local time)

Issued By:

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

TABLE OF CONTENTS

| SECTION I: GENERAL INFORMATION | 3 |
|---|----|
| SECTION II: SCOPE OF SERVICES | 10 |
| SECTION III: MINIMUM INFORMATION REQUIRED | 13 |
| SECTION IV: ATTACHMENTS | 19 |
| APPENDIX A: SAMPLE GENERAL SERVICES AGREEMENT | |

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a mechanical contractor to provide replacement of existing water meter infrastructure at various locations throughout the City as required by the City of Ann Arbor Public Services Unit.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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 October 3, 2025 at 2:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Robert West, Public Works Assistant Manager – RWest@a2gov.org

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

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective 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 prospective 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 prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. 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 proposals, 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 November 10, 2025**. 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 proposal 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, October 22, 2025 by 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
- 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 should be clearly marked: "RFP No. 25-46 – Large Water Meter Replacement Services" and list the offeror's name and address.

Proposals must be addressed and delivered to: City of Ann Arbor c/o Customer Service 301 East Huron Street Ann Arbor, MI 48107

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective 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 prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- Attachment A Prevailing Wage Declaration of Compliance
- Attachment C Non-Discrimination Declaration of Compliance
- Attachment D Living Wage Declaration of Compliance
- Attachment E Vendor Conflict of Interest Disclosure Form

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

Please provide the forms outlined above (Attachments A, C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

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 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 General 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 General 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 C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

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

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample available upon request) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.sam.gov.

For the purposes of this RFP the Construction Type of Building will apply.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant 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 General 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 an 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

Written Question Deadline
Addenda Published (if needed)
Proposal Due Date
Tentative Interviews (if needed)
Selection/Negotiations
Expected City Council Authorizations

Anticipated Date

October 3, 2025, 2:00 p.m.
Week of October 6, 2025
October 22, 2025, 2:00 p.m. (Local Time)
Week of November 10, 2025
November/December 2025
November/December 2025

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 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 consultants 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 strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

SECTION II - SCOPE OF SERVICES

A. Objective

The City of Ann Arbor is seeking proposals from qualified Contractors for the replacement of existing water meters. The City currently has approximately thirty (30) water customer sites requiring mechanical plumbing changes to complete the proposed water meter replacements as the replacement water meters are of a different lay length than the original water meter. The City will provide the replacement water meters and remote reading devices for this project. The contractor will not be responsible for the costs associated with the actual water meter and remote reading device. The total number of water meters included in this scope may increase or decrease during the duration of the project.

Contractor will be responsible for installing the replacement water meter by mechanically fitting replacement water meter of sizes ranging from 2" to 4" into the existing locations. Replacement water meters are not the same lay length as the current water meters, resulting in the need for the mechanical contractor to perform services required to adjust piping and/or other apparatuses as needed to accommodate the replacement meter lay length.

Contractors shall be required to fully manage and implement all aspects of the replacement plan. This shall include complete project management, initial site inspections, scheduling of customer appointments, permitting, obtaining water meters from the City, plumbing reconfiguration, and water meter replacement.

It is the intent of the City to issue a single contract to the selected firm to provide all the necessary services and materials according to the specifications contained herein. The contractor will be responsible for adhering to all requirements of the specifications and for the performance of all sub-contractor(s).

The term of the contract will be through December 31, 2026. 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.

Work shall be completed on a Time and Materials basis using the Fee Proposal Form included as part of the Offeror's proposal. Timely invoicing must include work order information and materials list.

The Offeror shall be entitled to a 15% markup on materials, permits 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. Ability to work effectively with the City's staff with respect to any of the water meter replacement services required by the City.
- 2. Ability to work effectively with other City units 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. Ability to provide timely, accurate invoices with the work order level information and materials list attached.

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.

 $\underline{\text{https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx}}$

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. 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. Qualifications - 20 points

- 1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
- 2. Include the name of executive and personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- 3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects - 30 points

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

C. Proposed Work Plan - 30 points

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

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

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

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

F. Attachments

Prevailing Wage Declaration of Compliance, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

- 1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
- 2. The 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 D) 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 project team members expected to complete a majority of work on the project, but no more than three members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the 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 D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

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

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

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

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

PREPARATION OF PROPOSALS

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

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

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

FEE PROPOSAL FORM RFP #25-46 - Large Water Meter Replacement Services

| Respondent's Name: | Miller-Boldt Inc | | |
|----------------------------|-----------------------------|----|--|
| | | | |
| Provide Hourly Billing Rat | es for the following period | e. | |

| Personnel | Regular Hourly Rate Monday-Friday | Overtime Hourly Rate Monday-Saturday | Hourly Rate Sundays and Holidays |
|----------------------------|---|--|--|
| Foreman/Superintendent | \$130.00 | \$169.00 | \$200.00 |
| Journeyman | \$123.00 | \$160.00 | \$189.42 |
| Apprentice | \$75.00 | \$97.50 | \$115.50 |
| Administrative | \$75.00 | \$97.50 | \$115.50 |
| Trip Charges if applicable | 50.00 | | |

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

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



Phone (586) 997-3300 Fax (586) 997-3306

Regarding City of Ann Arbor RFP 25-46

Professional Qualifications

To Whom it may concern

Miller Boldt Inc Fully licensed and Incorporated in the State of Michigan

Miller Boldt Inc has been in continuous operation since 2003, the company was founded primarily as a commercial, institutional, and industrial installation contractor.

The company has steadily grown due to our professionalism and quality approach to servicing our customers. This has allowed us to begin a fully operational service department which was established in 2012. The service department is fully proficient and maintains its own fleet of vehicles that are equipped with all the necessary tooling and equipment to perform comprehensive preventive maintenance and service repairs

We are proficient at maintaining and servicing almost any brand or type of equipment weather it be maintenance or breakdowns we currently have 6 service technicians that are specifically trained for this environment.

Our service manager has 30+ years' experience in the HVAC industry, he utilizes the most up to date means and methods for performing service-related tasks, such as computer dispatching, account history tracking, maintenance scheduling, and repair pricing.

He, along with the service technicians form a team whose goal is to deliver the best value-added service possible for your building needs.

The service technicians are local 636 trained journeymen who receive on going education for the latest system and equipment releases. And all are UA Starr Certified and EPA compliant.

Our emergency service is simply provided by calling the office and requesting the service department an appropriate individual will handle the call and determine the best technician to send based on the issue at hand. If the call is after hours simply call the main office line and you will be prompted to the emergency call procedure you will leave a message and the service manager will receive a text who then will address the situation there is a fall back procedure of internal contacts in the event that the service manager does not respond in a timely manner.



Phone (586) 997-3300 Fax (586) 997-3306

Regarding City of Ann Arbor RFP 25-46

Professional Qualifications

To Whom it may concern

Our technicians are dispatched from there home locations reducing response time as there is no need for them to start from the office. And again, there trucks are equipped with all the proper tooling and equipment to service most HVAC related issues.

We also have in place a full service construction division consisting of 25 individuals that is available for larger repairs and installation projects.

We can respond to the smallest issues through major renovations and installations we own a fleet of vehicles, including delivery stake trucks, welders, pumps, lifting and riggings equipment, scaffolding, reclaimers, vacuum pumps, freeze kits, combustion analyzers, power washers and a host of other trade and specialty related tooling. Generally, the only thing we need to outsource on a regular basis is cranes and specialty lifts when the situations require.

Respectfully Submitted Paul Cornett Service Manager



Phone (586) 997-3300 Fax (586) 997-3306

Regarding City of Ann Arbor RFP 25-46

Past Involvement

To Whom it may concern

City of Ann Arbor Larkum City Hall Chiller Replacement
Install new chiller and associated specialties
Contract Value \$361,056.75
Customer Project Number ITB4576
Customer Contact Matthew Kulhanek mjkulhanek@a2gov.org (734)794.6312

City of Ann Arbor Larkum City Hall Evaporator Coil Replacement Install customer supplied condenser coil in existing AHU Contract Value \$8670.00 Customer Project Number 2022-00000777 Customer Contact Matthew Kulhanek mjkulhanek@a2gov.org (734)794.6312

City of Ann Arbor Larkum City Hall Condenser Replacement Install customer supplied condensing unit converting water cooled condenser to air cooled condenser.

Contract Value \$16,635.00

Customer Project Number 2022-00000862

Customer Contact Matthew Kulhanek mjkulhanek@a2gov.org (734)794.6312

Wayne State University Preferred T&M Vendor

Perform service repairs, emergency service calls, coil replacements, equipment replacement, tower repairs, piping repairs, area renovations, pump repair and replacements, fume hood services, duct repair all manner of HVAC service calls, repairs, and installations

Contract Value 2019 to present \$387,000.00

Customer Project Number Numerous

Customer Contact Ekta Kamalia <u>ba4542@wayne.edu</u> 313 577-1975

Macomb Community College PM and Repairs

Perform Preventative maintenance, emergency services and repairs for all campuses and facilities

PM contract value Proprietary

Customer Project Numbers Numerous

T&M, Quoted to Date Approximately \$225,000.00

Customer Contact Eric Crump crumpe@macomb.edu 586 286-2247

FEE PROPOSAL FORM RFP #25-46 - Large Water Meter Replacement Services

| Respondent's Name: | Miller-Boldt Inc | |
|--------------------|------------------|--|
|--------------------|------------------|--|

Provide Hourly Billing Rates for the following periods:

| Personnel | Regular Hourly Rate Monday-Friday | Overtime Hourly Rate Monday-Saturday | Hourly Rate Sundays and Holidays |
|----------------------------|---|--|--|
| Foreman/Superintendent | \$130.00 | \$169.00 | \$200.00 |
| Journeyman | \$123.00 | \$160.00 | \$189.42 |
| Apprentice | \$75.00 | \$97.50 | \$115.50 |
| Administrative | \$75.00 | \$97.50 | \$115.50 |
| Trip Charges if applicable | 50.00 | | |

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

| | T | | |
|----------------|----------------|-----------------|-------------|
| | Regular Hourly | Overtime Hourly | Hourly Rate |
| Name and Title | Rate | Rate | Sundays and |
| | Monday-Friday | Monday-Saturday | Holidays |
| | | | |
| | | | |
| | | **** | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| a | | | |
| | | | |



Phone (586) 997-3300 Fax (586) 997-3306

Regarding City of Ann Arbor RFP 25-46

Authorized Negotiators

To Whom it may concern

Miller Boldt Inc acknowledges the following individuals to negotiate on behalf of Miller-Boldt Inc

Paul Cornett Service Manager 586 977-3300 paulc@miller-boldt.com Matthew D Miller President 586 997-3300 mattm@miller-boldt.com

Respectfully Submitted Paul Cornett Service Manager

| 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, permits or rental equipment are required, an additional markup of fifteen percent (15%) shall be added to those costs. |
| The initial term of the contract starts upon the contract approval date and ending on December 31, 2026. 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:Paul Cornett |
| Signature: Date: 10/22/2025 |

SECTION IV - ATTACHMENTS

Attachment A - Prevailing Wage Declaration of Compliance Form

Attachment B - Legal Status of Offeror

Attachment C - Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D - Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

ATTACHMENT A 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 has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

| Miller-Boldt Inc | |
|---|------------|
| Company Name | |
| Parllmett | 10/22/2025 |
| Signature of Authorized Representative | Date |
| Paul Cornett Service Manager Print Name and Title | |
| 21481 Carlo Drive Clinton Twp, MI 48038 | |
| Address, City, State, Zip 586-997-3300 | |
| Phone/Email address | |

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

9/25/15 Rev 0

PW

ATTACHMENT B LEGAL STATUS OF OFFEROR

(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 Paul Cornett bearing the office title of Service Sales , 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. |
| Date: 10/22/2025 |
| (Print) Name Paul Cornett Title Service Manager |
| Firm: Miller-Boldt Inc. |
| Address: 21481 Carlo Drive Clinton Twp, MI 48038 |
| Contact Phone <u>586-997-3300</u> Fax <u>586-997-3306</u> |
| Email robertb@miller-boldt.com |

ATTACHMENT C CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

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

The Contractor agrees:

Revised 3/31/15 Rev. 0

- (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.

| Miller-Boldt Inc. | | |
|---|----------------------|---------|
| Company Name | | |
| Jan Chant | 10/22/2025 | |
| Signature of Authorized Representative | Date | |
| Paul Cornett Service Manager | | |
| Print Name and Title | | |
| 21481 Carlo Drive Clinton Twp, MI 48038 | | |
| Address, City, State, Zip | | |
| 586-997-3300 robertb@miller-boldt.com | | |
| Phone/Email address | | |
| Questions about the Notice or the | | |
| | e of the City of Ann | ı Arbor |
| (734 | 1) 794-6500 | |

NDO-2

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvementh 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 Conti | ractor or | Grantee | agrees: |
|-----------|-----------|---------|---------|
|-----------|-----------|---------|---------|

| | 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 \$17.08/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 \$19.04/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). |
|--|---|
|--|---|

| No. And No. and No. | | | | | | | |
|---|---------------------------------------|------|----------------|--------|---------|-------|----------|
| Employees who are assigne applicable living wage withou | d to any covered t health benefits | City | contract/grant | will b | oe paid | at or | above th |
| [X] Employees who are assigned applicable living wage with he | d to any covered ealth benefits | City | contract/grant | will b | e paid | at or | above th |

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

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

| Miller-Boldt Inc. | | 21481 Carlo Drive |
|--|------------------|--|
| Company Name | | Street Address |
| Signature of Authorized Representative | 10/22/25 Date | Clinton Twp, MI 48038 City, State, Zip |
| Paul Cornett Service Manager | | 586-997-3300 robertb@miller-boldt.com |
| Print Name and Title | | Phone/Email address |

ATTACHMENT E



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

| Conflict of Interest Disclosure* | | | | |
|---|---|--|--|--|
| Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest. | () Relationship to employee () Interest in vendor's company () Other (please describe in box below) | | | |
| None Known | | | | |
| Disclosing a potential conflict of interest does not disqualify | / vendors. In the event vendors do not disclose potential | | | |

"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 contents are true and correct to my k certify on behalf of the Vendor by my s | cnowled | dge and | d belief and I have the authority to so | | | |
|--|---------|---------------------|--|--|--|--|
| Miller-Boldt Inc. | | | 586-997-3300 | | | |
| Vendor Name | | Vendor Phone Number | | | | |
| Par funct | 10/2 | 2/2025 | Paul Cornett Service Manager | | | |
| Signature of Vendor Authorized Representative | Date | | Printed Name of Vendor Authorized Representative | | | |

ATTACHMENT F CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

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

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

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

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

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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

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

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 per hour

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

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

ENFORCEMENT

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

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

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

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

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