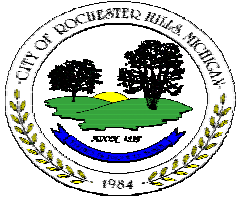


**CITY OF ROCHESTER HILLS – RFP-RH-05-034
NOTICE OF INTENT TO ACCEPT PROPOSALS FOR
PLUMBING/HEATING/AIR CONDITIONING MAINTENANCE SERVICES
CITY OF ROCHESTER HILLS**



Dated: September 20, 2005. The City of Rochester Hills is soliciting proposals from professional contracting companies to perform on-call plumbing/heating/air conditioning maintenance services at various City buildings and sites for a two (2) year term, with an option to renew for an additional one (1) year period. Proposals will be received by the City of Rochester Hills, at the Fiscal Team/Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until **3:00 p.m.** local time, on **October 18, 2005 @ 3:00 p.m.**, at which time and place proposers names will be publicly read aloud.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Marilyn Paulsen-Tomaszewski, Purchasing Analyst, City of Rochester Hills, Fiscal Team/Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, telephone 248.841.2539. All inquires shall be made in writing by October 3, 2005 @ 11:00 a.m., in order that a written response in the form of an addendum can be processed before the proposals are opened, if such information would be of significance to uninformed proposers. Inquiries received after the date and time above will not be considered.

The City of Rochester Hills officially distributes proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, enter site, click on **City Services**, click on **Purchasing**, click on **Vendor Registration**, and click on the word “**register**” to link to the MITN website. Proposers will be notified by mail when an award is made and a notice posted on the MITN website. Any deviation from the specifications must be noted on the proposal.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS. Please submit proposal on or before the date and time given above to:

Marilyn Paulsen-Tomaszewski, Purchasing Analyst
City of Rochester Hills, Fiscal Team/Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309
248-841-2539

All proposals (**4 copies**) must be submitted in a sealed envelope marked “**RFP - PLUMBING/HEATING/AIR CONDITIONING MAINTENANCE SERVICES.**”

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OVERVIEW.

The City of Rochester Hills (hereinafter referred to as the “City”) is requesting proposals from qualified contractors to perform on-call plumbing/heating/air conditioning maintenance services at various City buildings and sites for a two (2) year term, with an option to renew for an additional one (1) year period.

The purpose of this document is to ultimately select the services of a professional firm to provide the City with plumbing/heating/air conditioning services for City buildings and sites. The City of Rochester Hills Facilities Division has provided specifications and requirements, which will assist in the procurement of the highest quality services possible to meet the requirements and needs of the City.

It is the intent of these specifications to cover the furnishing and delivery to the City of Rochester Hills plumbing/heating/air conditioning services for City facilities and sites. With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interest of the City.

BACKGROUND.

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The community includes important research, manufacturing and service employers, as well as, education and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning, including ample provision for public parks and open space.

The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in a City Council. The City is a full service municipality, exclusive of police and trash collection. The majority of employees are located at the Rochester Hills City Offices, 1000 Rochester Hills Drive, Rochester Hills, Michigan. Others are located at sites throughout the City, including but not limited to, Department of Public Service Building, Public Safety Building, Van Hoosen Museum and various park locations. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

This document is a Request for Proposals. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the equipment/service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be the determinative factor in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set

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forth in this document. The City will thoroughly review all proposals received. The City will utilize its best judgment when determining whether to schedule meetings with shortlisted proposers, after receipt of all proposals. A purchase order/contract will be awarded to a qualified vendor submitting the best proposal. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed equipment/services which best meets its required needs, quality levels and budget constraints.

SCOPE OF WORK.

The City of Rochester Hills is soliciting proposals from professional plumbing/heating/air conditioning contracting companies to perform on-call services at various City buildings and sites. The contractor shall be employed in the field of installation, sales and repair of plumbing/heating/air conditioning systems similar to the equipment used by the City. The Contractor will perform various plumbing, heating and air conditioning maintenance, repair or new installation service work; seasonal inspections of heating and AC equipment to insure proper operation; and other sundry work as requested by the City that requires the expertise of a licensed professional plumbing, heating and cooling contractor. The agreement will be for a period of two years, with a one year option to renew, based on contractor performance and costs. The contractor shall have the ability to service, repair and maintain the plumbing, heating and air conditioning associated with these systems at various City buildings. The Dairy Barn at the Van Hoosen Museum is located in the City of Rochester; the contractor will be responsible to apply for and obtain all necessary permits from the communities having jurisdiction.

The heating and air conditioning services required by the City of Rochester Hills are for facilities located throughout the City. These include, but are not limited to, park sites, fire department substations, museum facilities and precinct buildings. The heating and air conditioning equipment are residential type units with the majority being Comfortmaker or Lenox. The Rochester Hills City Hall, Department of Public Service Garage and Public Safety Building are **not** included in this contract for heating and air conditioning only. Plumbing services are for **all City facilities**.

A. Response Time

The contractor shall provide the City with a local area phone number(s), answered by a person or persons under direct employment of the Contractor to request service, including emergency service. Due to the critical nature of off-hour calls, the proposer must provide their **PROCEDURE FOR HANDLING NIGHT AND WEEKEND CALLS** with their proposal. Failure to submit with proposal could result in rejection of the proposal.

Contractor must, prior to any work, contact the City's representative, failure to contact the City's representative may result in the unavailability of access to City properties. Fire Stations and other City properties will remain operative during the work, in the event of an emergency, the contractor **may** have to cease all work until directed by a representative of the City to continue with the work.

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Routine: All planned service under this agreement will be performed during the City’s normal business house defined as 8:00 a.m. to 5:00 p.m. Monday through Friday. The Contractor shall respond to the City within twenty-four (24) hours of receipt, verbal or otherwise, of the need for their services. The Contractor shall provide the City with a start and completion date of the needed work. The work shall be performed in a timely manner, except in the case when special materials are required, and then work shall begin within twenty-four (24) hours after receipt of the special materials.

Urgent or Emergency: Activities performed under this contract are designed to minimize the incidence of unscheduled or emergency situations; however, backup service shall be provided as often as needed, 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience. Emergency service reported to the Contractor (by telephone or otherwise) shall be performed within eight (8) hours of receipt of notification from the City.

If equipment must be shut down for an extended period of time, the City shall be notified immediately of the delay and the measures being taken to put the equipment back in service. If, in the opinion of the City’s representative, the repair, replacement or maintenance of equipment will cause undue inconvenience to the occupants or services of the building, the Contractor will perform the repair, replacement or maintenance work outside of normal business hours or on weekends, as instructed by the City’s representative.

Reporting: The Contractor shall report to the City’s representative when on the job. After each service call, a service report shall be left with the City, detailing work performed. A service report shall generally include: type of repair (routine, urgent, emergency or after hours), nature of the problem, parts required and cost, labor, number of hours, hourly rate and summary of work done.

B. Estimates.

The Facilities Manager will authorize all non-emergency work. The successful proposer will provide written “not-to-exceed” estimates on all non-emergency work.

The estimate will include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. It will be the successful proposer’s responsibility to ensure they have all information to prepare accurate estimates. The City will not bear costs for work to develop estimates.

Work will only be performed with the City’s written authorization within the time period agreed upon between the City and the selected proposer. Upon authorization, actual work will not exceed the successful proposer’s estimate. Unreasonable estimates will be deemed cause to terminate this contract.

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C. Warranty.

The successful proposer will provide the City with a minimum of one (1) year warranty for parts and labor work. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

D. Correction of Work.

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

E. Payment.

Billings are to be generated monthly and are to include site locations and date of each service. Billings shall be submitted to the City of Rochester Hills, Facilities Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

The Contractor shall be required to submit authentic, accurate and itemized invoices for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered. Payment for work performed and approved by the City of Rochester Hills will be paid net 30-days.

The Contractor will charge the City time and materials for the work performed unless otherwise instructed by the City. The Contractor shall maintain their hourly rates for all labor costs, for a period of not less than two (2) years.

Material mark-up will be a percentage over current Trade Service prices. The percentage mark-up over Trade Service shall remain constant throughout the length of the agreement.

The Contractor shall be available, at no additional charge to the City, for consultation regarding design changes, equipment selection, site visits, meetings, estimates and/or quotes. Man hours paid under this contract will be only for productive hours. Time spent for transportation of workers, material acquisition, handling and delivery, is not chargeable directly but are overhead and the cost will be included in the hourly rate. The City will accept no proposal with a minimum charge stipulation. The cost for repair will be in hourly rates.

F. Option to Renew.

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The successful proposer will be awarded a two (2) year contract. This contract may be extended for an additional one (1) year period, provided all terms and conditions remain in full force and effect. Requests for hourly rate changes shall be received in writing at least thirty (30) days prior to their effective date in the option year of the agreement, and are subject to written acceptance before coming effective. In the event new rates are not acceptable, the Contract may be cancelled. No contract shall be automatically renewed at the end of any contract term.

G. Assignment of Agreement and Other Contractors.

The Contractor/Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement. The Contractor shall coordinate his work with theirs. If any part of the Contractors work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

H. Materials and Workmanship.

All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Agreement shall be new and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used. All parts removed for replacement become the property of the City and shall remain at City facilities, unless otherwise directed by the City's Representative. All stocked supplies, parts or components remain the property of the successful proposer until such supplies, parts and repair components are used or installed in or on the City's premises or equipment. The City shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, equipment and/or articles are removed, or to declare the Agreement forfeited for non-performance or not being executed according to the intent or meaning of the Specifications or other documents used in conjunction with this Work.

I. Use of City Premises.

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his employees to the limit indicated by law, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with his materials or equipment. Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of City business. Contractor shall remove all rubbish and debris from City property and legally dispose of it.

J. Damages.

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The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises that may be caused by his work. Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

K. Workmanship, Permits and Inspections.

All work under the resulting contract will be performed in a skillful and workmanlike manner. The City may, in writing, require the successful proposer to remove any employee from work that is not working to the satisfaction of the City. The Contractor shall obtain all necessary permits required by laws and regulations, give all required notes, and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built. The Contractor shall deliver to the City certificates of inspection where such are required. Any inspection by the City does not relieve the successful proposer from any responsibility regarding defects or other failures to meet the contract requirements.

L. Regulations and Safety Guidelines.

All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

All Contractors and subcontractors shall perform all work in accordance with applicable local, State, and Federal laws, rules, regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

M. Hold Harmless.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester

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Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

N. Non-Discrimination.

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

O. Termination of Contract.

The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest. No service charge, handling fees or other penalties for cancellation will be assessed.

GENERAL SPECIFICATIONS.

1. The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.
2. The Contractor selected shall be required to execute an agreement for services. The contract shall begin as soon as possible and continue for a period of two (2) years, with a one (1) year option to renew.
3. Both parties must agree that this agreement is not transferable or assignable. Qualified and trained service personnel that are directly employed by the Contractor shall perform

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all work. To ensure accountability, no subcontractors will be allowed without prior written approval from the City.

4. It is agreed that the City's Representative will provide general access to all devices, which are to be serviced. The Contractor shall arrange with and shall be directed by the City when electrical power must be shut down to effect repairs or installation of new devices. The City will take responsibility where such access is denied.
5. Contractor will be responsible for carefully examining the proposed work sites and to judge for themselves the nature of the work to be done. Proper equipment and care shall be used to prevent unnecessary damage to areas around the work to be performed.
6. The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed, as requested by the City. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract.

PROPOSER QUALIFICATIONS.

As a prerequisite to any award, the Contractor shall provide the following information, as a minimum standard, to be considered a qualified service provider under this specification. The information shall be included on the PROPOSAL FORM as indicated.

1. The Contractor shall be properly licensed to perform the work described in these specifications.
2. A period of five (5) years experience in the performance as a plumbing/heating/air conditioning contractor shall be considered a minimum.
3. The Contractor shall maintain a local office that is within a fifty (50) mile radius of the City facilities to be serviced under this specification. The local office shall have an adequate inventory of replacement parts and components, as well as the proper tools and test equipment to maintain all systems under contract.
4. The Contractor shall provide, with their proposal, a breakdown of their business by percentage of construction versus service work.
5. The Contractor shall have at least five (5) service accounts similar to that of this specification with documented continuous service for at least two (2) years.
6. The Contractor shall have the ability to create and maintain a uniform and detailed method by which preventive maintenance tasks are defined, scheduled, recorded, updated and processed. The Contractor's preventative maintenance program shall be based on the

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manufacturer's recommended maintenance procedures. Computer based scheduling and tracking programs will be considered a plus for the Proposer.

7. The Contractor shall provide with their proposal, the licenses and resumes of all personnel to be associated with this contract. Minimum qualifications for these employees shall be as follows:

HVAC Mechanic:

- Minimum of three (3) years as a licensed Journeyman.
- A current copy of the license shall be submitted to the City each year of the contract.
- License shall be for unlimited mechanical, with or without fire suppression.

Plumber:

- Minimum of three (3) years as a licensed Journeyman.
- A current copy of the license shall be submitted to the City each year of the contracts.

8. The Contractor shall be an authorized installer for radiant heaters, e.g., Co-Ray-Vac, Solaronics, or other similar type systems.

SELECTION CRITERIA.

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Experience/Qualifications:**
Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the plumbing/heating/air conditioning services field. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Proposer shall provide information to the City demonstrating the Proposer's ability to satisfy the requirements set forth in the specifications. The Proposer shall include any and all information pertinent to aiding the City in determining the abilities of the Proposer.
2. **Capacity:**
Proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Provide number of full-time/part-time employees and availability to provide on-call services.
3. **Methodology:**

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Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.

4. **References:**
Provide a list of comparable projects that have been successfully completed by your company.
5. **Cost:**
Cost Proposals per Proposal Form.

GENERAL CONDITIONS.

1. All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of Marilyn Paulsen-Tomaszewski, Purchasing Analyst, City of Rochester Hills, Fiscal Team/Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309; telephone 248.841.2539. All inquiries shall be made in writing by October 3, 2005 @ 11:00 a.m., in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after that date will not be considered.
2. Only the person designed above is authorized to seek additional information from prospective firms regarding their proposal. Correspondence or inquiries made directly to firms regarding their proposals from other persons are to be directed to the employee designated above for appropriate review and response.
3. No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills.
4. No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan Freedom of Information Act (FOIA) requires that disclosure, upon request, of all public records that are not exempt from disclosure under Section 13, of the Act, which are subject to disclosure under the Act; therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

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6. The City of Rochester Hills reserves the right to reject any and all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interest of the City of Rochester Hills.
7. Any deviation from the scope of work must be noted on the proposals.
8. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
9. The City of Rochester Hills is exempt from all sales, excise and transportation taxes.
10. The selected proposer shall comply with all Federal, State and local laws, ordinances, policies and regulations required for this project.
11. **No faxed proposals will be accepted.** All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
12. All names of proposers will be read publicly at the date and time specified. Each proposal shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance of the City of Rochester Hills and the requirements of this notice to be deemed “responsive.”
13. Proposers should note that a RFP is considered to be under evaluation from the Opening Date until contract award. The contracting officer is restricted from giving any information relative to the “progress” of the evaluation during this time, except as described in other areas of this RFP and as required to administer the evaluation process. Proposers will be notified by mail when an award is made and a notice posted on the MITN website.
14. The City of Rochester Hills reserves the right to negotiate separately with any proposer after the reading of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City.
15. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda.
16. The City of Rochester Hills reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proposer to whom it is proposed to make such award. Any contract

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awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor of the City of Rochester Hills.

17. The proposer will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, tools, equipment, material and supplies, except as may otherwise be specified as “furnished by the City.”
18. The proposer shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The Contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.
19. All work shall meet with the approval of the Facilities Manager, or his authorized representative, as conforming to the provisions and requirements of this contract.
20. All plumbing/heating/air conditioning services shall be conducted in a manner that will not create a hazard, nor hinder City operations. The safety of the contractor’s employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.
21. The proposer shall coordinate his work with other contractors performing work within the common or adjoining areas, so as to avoid conflicts in maintaining traffic patterns or hindering the orderly progress of the other contract work.
22. Regular and routine work shall be performed under this contract during regular business hours and not work will be permitted at night, on Sundays or on holidays, unless specifically authorized or directed by the Mayor or his/her representative.
23. The Contractor will supervise and direct the work efficiently with due care, skill and attendance. The Contractor will be responsible to ensure that the finished work complies accurately with the specifications.
24. The Contractor will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor will designate a representative who will be present at job sites and will have the authority to act on behalf of the Contractor. The Contractor’s representative will not be replaced without prior written notice to the City. All communications given the Contractor’s representative will be as binding as if given to the Contractor.
25. All items in this proposal must be completed with a response. Four (4) copies of the proposal must be submitted. Proposers not responding to any of the specifications or questions may be classified as unresponsive. Supplemental information may be attached.

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26. All licenses required by the State of Michigan and/or the City of Rochester Hills, which are necessary to perform this Contract, must be obtained prior to the award and maintained for the length of this contract.
27. Vendor is to obtain all necessary permits (City of Rochester Hills Building Department 248-656-4615).

INSURANCE REQUIREMENTS.

A Certificate of Insurance must be submitted prior to the issuance of a purchase order meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have language the same as that shown in example. All insurance carriers must be acceptable to the City of Rochester Hills and licensed in the State of Michigan.

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation. A new certificate of insurance shall be provided to the City of Rochester Hills each year at the time of policy renewal. New certificates shall be delivered to the City of Rochester Hills in the same format as outlined in the SAMPLE certificate attached.

1. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$2,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. Motor Vehicle Liability. The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages,

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with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: “The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”
6. Cancellation Notice. Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
7. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Refer to attached Sample Insurance Certificate.

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HOLD HARMLESS.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

(Contractor Signature)

Company Name (Printed)

(Dated)

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Type of equipment serviced or services provided:

4.

Contact	Address	Phone
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Type of equipment serviced or services provided:

5.

Contact	Address	Phone
---------	---------	-------

Type of equipment serviced or services provided:

Provide the hourly rate for employees performing work under these specifications. Explain overtime increases to the normal hourly rate that can be expected (urgent or emergency). Include any additional increases other than hourly rate costs that may be charged e.g., travel time, mileage.

1 1/2 times normal hourly rate after how many hours of work or on what day(s):

2 times normal hourly rate after how many hours of work or on what day(s):

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Holiday pay is established at what percentage over normal hourly rate: _____%.

Additional increase: _____

HVAC Mechanic

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		

List any exceptions to the above chart: _____

Journeyman (HVAC Mechanic)

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		

List any exceptions to the above chart: _____

Apprentice (HVAC Mechanic)

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		
						n/a	n/a
						n/a	n/a
						n/a	n/a

List any exceptions to the above chart: _____

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Plumber

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		

List any exceptions to the above chart: _____

Journeyman (Plumber)

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		

List any exceptions to the above chart: _____

Apprentice (Plumber)

Name	Hourly rate (8am to 5pm) Monday- Friday	Hourly rate (after 5pm) Monday- Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		
						n/a	n/a
						n/a	n/a
						n/a	n/a

List any exceptions to the above chart: _____

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Provide hourly rates for **any other personnel** involved with the performance of this agreement that may be charged to the Owner.

Name	Hourly rate (8am to 5pm) Monday-Friday	Hourly rate (after 5pm) Monday-Friday	Hourly rate (Saturdays, Sundays or Holidays)			License Number	Years of Experience
			Saturday	Sunday	Holiday		

List any exceptions to the above chart: _____

Provide the percentage of cost over Trade Service to be charged to the Owner for any materials replaced or repaired.

Percentage: % _____

Percentage of the business that is construction oriented versus maintenance oriented.

Construction: % _____ Service: % _____

_____ number of years the company has been actively involved in the plumbing/heating/air conditioning contracting business.

_____ City of Rochester Hills, Building Department registration number as a licensed plumbing/mechanical contractor.

Provide the PROCEDURE FOR HANDLING NIGHT, WEEKEND CALLS AND/OR EMERGENCY CALLS. Failure to submit with proposal will result in rejection of proposal.

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How many clients does your company currently serve with the type of services described?

Provide a list of subcontractors who are utilized by your company.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide plumbing/heating/air conditioning contractor services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award of the proposal, and that, if chosen as the successful vendor, the prices will remain firm through the term of the contact.

The proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any advantage against the City of Rochester Hills.

The proposer in submitting this proposal agrees that the proposer shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the proposer. Proposer shall submit, along with their proposal, a list of their equipment for City inspection. Proposer shall execute a contract awarded on the basis of this proposal within the ten (10) days after being notified to proceed with work.

Representative's Name: _____ Title _____

Signature: _____ Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email _____

PRODUCER

ABE INSURANCE AGENCY
123 MAIN STREET
SOMEWHERE, U.S.A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A MAJOR INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

DEF CONSTRUCTION COMPANY
456 MAIN STREET
SOMEWHERE, U.S.A.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	123456789	00-00-2000	00-00-2000	GENERAL AGGREGATE \$ 000,000 PRODUCTS - COMP/OP AGG \$ 000,000 PERSONAL & ADV INJURY \$ 000,000 EACH OCCURRENCE \$ 000,000 FIRE DAMAGE (Any one fire) \$ 00,000 MED EXP (Any one person) \$ 0,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	234567890	00-00-2000	00-00-2000	COMBINED SINGLE LIMIT \$ 000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	123456789	00-00-2000	00-00-2000	EACH OCCURRENCE \$ 000,000 AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	345678902	00-00-2000	00-00-2000	STATUTORY LIMITS EACH ACCIDENT \$ 000,000 DISEASE - POLICY LIMIT \$ 000,000 DISEASE - EACH EMPLOYEE \$ 000,000
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured: General Liability & Vehicle Liability: The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CERTIFICATE HOLDER

CITY OF ROCHESTER HILLS
1000 ROCHESTER HILLS DRIVE
ROCHESTER HILLS, MICHIGAN 48309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND BY MAIL~~ 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAKE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY ON THE PART OF THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

(SIGNED)

CITY OF ROCHESTER HILLS
1000 Rochester Hills Drive
Rochester Hills, MI 48309
248-841-2533
248-841-2536/2537/2538/2539
Fax 248-608-8178

TERMS AND CONDITIONS

1. The right is reserved to cancel this order if not filled within the time and in accordance with the terms specified.
2. Invoices, Bills of Lading, Shipping Documents and all correspondence relating to this order must show the Purchase Order Number.
3. The prices indicated on this order are not subject to change without written notification in advance.
4. All shipments must be accompanied by Packing Slips and containers properly marked with Purchase Order Number, Invoice Number, etc. No charges will be allowed for boxing or packing unless agreed herein.
5. Acceptance of this order includes specifications, prices, delivery and conditions included herein. Material is subject to inspection on our property. If rejected, we agree to first advise Vendor before returning goods. All freight and extra handling charges derived from any rejection shall be borne by the Vendor.
6. Purchase Order is subject to correction of typographical errors.
7. The City of Rochester Hills is a Michigan Municipal Corporation and as such is exempt from Federal Excise and Michigan Sales Taxes.
8. All orders are F.O.B. destination, unless otherwise indicated.
9. To the fullest extent permitted by law, the Vendor agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
10. The supplier shall carry insurance as follows: 1) Workers Compensation in accordance with all laws of the State of Michigan; 2) Commercial General Liability insurance, including contractual liability, products and completed operations, and independent contractors coverages, and 3) Vehicle Liability insurance, including Michigan No-Fault coverages, covering all owned, non-owned and hired vehicles. Certificates of insurance for all coverages shall be furnished to the City of Rochester Hills upon request. Limits of liability shall be determined solely by the City of Rochester Hills.
11. Invoice this order promptly and separately.
12. For all applicable items, Material Safety Data Sheets must be shipped with each product.
13. The Purchase Order number shall appear on all invoices and shippers associated with the Purchase Order.
14. The Terms and Conditions on the front and reverse side of this purchase order are the only Terms and Conditions that will be accepted by the undersigned and no other terms and conditions will be accepted.
15. The Supplier on this Purchase Order will provide guaranteed, certified delivery.