

CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



REQUEST FOR PROPOSAL FOR WATER & SEWER RATE STRUCTURE STUDY CONTROL NO. 97449

Issue Date: December 11, 2008

Pre-proposal Question Deadline: December 30, 2008, at noon, local time

Proposal Deadline: January 15th, 2009, at 4:00 p.m., local time
City of Dearborn
Purchasing Division
4500 Maple Road
Dearborn MI 48126

Purchasing Contact: Mark W. Brace, CPPB
Phone: 313.943.2382
Fax: 313.943.2420
Email: mbrace@ci.dearborn.mi.us

DESCRIPTION: Proposals are being solicited for the purpose of contracting for a consulting firm to perform a water & sewer utility rate structure study as outlined in the following Scope of Work section.

This solicitation, along with all attachments and Addenda may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Copies of this solicitation document and any issued Addenda may also be obtained from the Purchasing Division, City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, (313) 943-2375. Please note that if a vendor elects to obtain documents directly from the Purchasing Division, it is then the responsibility of the vendor to contact the Purchasing Division to find out if any additional addenda or attachments have been issued.

Proposals must be time stamped by the Purchasing Division by the exact date and time indicated above. Late proposals will not be accepted.

Respondent Name: _____

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RFP INSTRUCTIONS

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Dearborn (City). If a Proposer finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Proposal Question Deadline indicated on the front of this document. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.
- 2) **PRE-PROPOSAL MEETING:** A pre-proposal meeting concerning this RFP may be held. If so, the date, time and location will be indicated on the cover of this RFP. Staff will be available at this meeting to answer questions about this RFP. Attendance at the meeting is strongly encouraged.
- 3) **RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed websites regularly for any issued addenda. Copies of any issued Addenda may also be obtained by visiting the Purchasing Division, City of Dearborn, 4500 Maple Road, Dearborn MI 48126, during business hours, 8:00 Am to 4:30 PM, Monday through Friday. It is the responsibility of the Proposer to obtain the available Addenda and acknowledge any issued Addenda on the Proposal Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the City, the original document in the City's files takes precedence.
- 4) **PROPOSAL SUBMISSION:** To be considered, the indicated number of copies of the proposal must be prepared in the manner and detail specified in this RFP.
 - a) Proposals must be submitted to the City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, by the date and time indicated as the deadline. The Purchasing Division time stamp will determine the official receipt time. It is each Proposer's responsibility to ensure that its proposal is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. Local Time, Monday through Friday, legal holidays excepted.
 - b) Responses received after the deadline will not be accepted and will be returned to the Proposer unopened.
 - c) The opening and reading of a proposal does not constitute the City's acceptance of the Proposer as a responsive and responsible Proposer.
 - d) Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP Title, Control Number, Deadline and Proposer's name, address, phone, fax and contact name.
 - e) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposal (RFP) and specifications and terms, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.

- g) Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
- h) All costs incurred in the preparation and presentation of the proposal are the Proposer's sole responsibility; no pre-proposal costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the City.
- 5) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the deadline of proposals. No Proposal may be withdrawn after the deadline for submission.
- 6) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple proposals are submitted in violation of this provision, the City shall have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 7) **REJECTION:** The City reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Purchasing Agent that the best interest of the City will be served by doing so. If all Proposals are rejected by the City, notice will be posted on the City's websites as noted on the Cover Page of this document. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, or other obligation, or if the Proposer is debarred by the City from consideration for a contract award, or if Proposer has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 8) **PROCUREMENT POLICY:** Procurement for the City will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The Purchasing Agent has the vested authority to execute a contract, subject to Mayoral and/or Council approval where required.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.
- 10) **CONTRACT AWARD:** The City reserves the right to award by item, group of items, or total proposal. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be firm for at least 180 days from the due date of the proposal. After a final award of the Agreement by the City of Dearborn, the Contractor must execute and perform said Agreement. The date on which the Agreement is signed by the City of Dearborn marks the beginning of the Agreement.
- 11) **NO RFP RESPONSE:** For those Businesses who receive this RFP but who do not submit a response, it would help the City of Dearborn if you would please return a notice of why you have chosen not to respond.
- 12) **FOIA REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

SCOPE OF WORK

1) **INTRODUCTION:** The City of Dearborn (City) and its Water and Sewerage Division is releasing this RFP in order to obtain proposals from qualified consultants to perform the following services:

- a) Perform a comprehensive study of the City's water & sewer rate structure; and
- b) Development of an appropriate utility rate structure for the City, including a cost recovery mechanism for Combined Sewer Overflow (CSO) costs.

SCOPE OF SERVICES: The successful vendor shall provide professional consulting services to complete a study of water and sewer utility rate structures used by the City and other water & sewer utilities. Specific aspects of the scope of work include:

- a) Review the methodology used in the City's water and sewer ordinances for setting commodity, capacity, administrative and debt rates to determine if there is a need to change such methodology.
- b) The study shall include all operating and non-operating expenses, rate requirements, depreciation, debt service, amortization expense, and the funding of capital assets.
- c) Recommend an overall rate structure, or methodology that assures all water and sewer customers are charged equitably for services rendered. Such structure shall take into account a wide variety of issues, including, but not limited to: demand –rate economies; optimal pricing; water and sewer systems reinvestment; peak load pricing through demand metering; public and private fire protection charges; user charges versus taxation; methods of cost control; automatic and variable rate adjustments; tailored rate structures for wholesale and large industrial users; impact of alternative rates for commercial, industrial, and irrigation water usage; revenue requirements and cost-accounting budget allocations to functional cost components; distribution costs of service to customer classes; CSO costs.
- d) Review engineering factors used by Detroit Water and Sewerage Department (DWSD) relative to water rates charged wherein peaking, distance factors, and the appropriateness of the unaccounted for water factor are concerned. These components are part of the water rates charged by DWSD but have not been independently confirmed as to reasonableness under the current circumstances.

QUALIFICATIONS

- 1) **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following qualifications:
- a) The Proposer must be a CPA (person performing the work) or an Engineering firm.
 - b) Must have at least ten years of experience with similar work.

EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

EVALUATION: All proposals received will be evaluated by a Selection Team that consists of City representatives. The selection team will select the proposal that best meets the needs of the City, based upon the criteria listed below. An initial screening review will consider only the qualifications and responsiveness to the RFP of each respondent. Completing the initial screening, the selection team will establish a short list of the four highest-scored responses with a minimum of 75 points of a total of 100 points. The short list of vendors will then be evaluated from the criteria listed below in the FINAL EVALUATION with a maximum of 100 points. The proposal with the highest point total in the FINAL EVALUATION will be selected for recommendation to the Mayor and City Council.

SELECTION CRITERIA - Responses to this RFP will be evaluated according to the following criteria:

SCREENING REVIEW

- Experience of the firm in the analysis, development and implementation of water, sewer and CSO rate structures
- Approach to project
- Experience of the staff assigned to the project

FINAL EVALUATION

- Clarity and responsiveness to proposal in conformance with instructions, conditions and format contained herein
- The vendor's stability and ability to support the commitments set forth in response to the RFP
- Cost of services proposed (submit pricing in a separately sealed envelope along with your proposal)
- References, based on similar work performed for water and sewer rate studies with municipalities or authorities (at least three references)

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the Selection Team also may consider the past performance of the Proposer on other contracts with the City or other entities. The City reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

1) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One signed original, plus eight exact copies (nine total) of the entire proposal must be submitted. The original must be marked as an original. Each copy must be identical to the original. Proposal submissions must include this proposal packet, fully completed and all relevant charts, diagrams, and other materials.
- b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below to ensure the Selection Team is able to easily locate the information that is requested in this solicitation.

- c) **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation.
- i) All general forms contained in this RFP, fully completed*:
 - (1) Proposal Form,
 - (2) Price Sheet **(in a separately sealed envelope, including all supplemental price information)**,
 - (3) Business Information Questionnaire, and
 - (4) Subcontractor Form
 - ii) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.
 - iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

* Businesses that have done work for the City of Dearborn are not exempt from submitting required documents.

- 2) **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items which are specific to the evaluation criteria:

The proposal should be organized into the following major sections and in the order in which they appear below:

Title

Title Page
Letter of Transmittal
Table of Contents
Executive Summary
Company Background
Client References
Other Information
Required document forms as listed in proposal content above
Costs (submitted in a separately sealed envelope)

EXECUTIVE SUMMARY - This part of the response to the RFP should be a summary narrative highlighting the vendor's proposal regarding the scope of work and desired objectives stated in this RFP. The Executive Summary should not include cost quotations.

COMPANY BACKGROUND - Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

The vendor must supply the following information:

- How long the company has been in business.
- A brief description of the company size and organization.
- Proposed project staff listed by job classification, project assignment and resume.
- Most recent audited financial statement (e.g., annual sales, profitability, etc.).

CLIENT REFERENCES - Vendors must provide at least three (3) client references from the past five years which are similar in size and complexity to the City. Submit references for similarly completed projects to the extent possible. Information must include at the minimum: date of project, length of project, name of client reference, name of agency's project manager, jurisdiction, address, e-mail address, telephone and fax numbers.

OTHER INFORMATION -

- Indicate the complete name of firm or person(s) submitting proposal, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes).
- Indicate any litigation that resulted in your study being challenged and whether or not it was overturned.
- Identify your firm's professional staff members who would be personally involved in the project including each person's prior experience and a general description of their general responsibilities for this specific project. Indicate the location of the office where each normally works. Provide a resume for each person named.
- Provide any additional information that you feel would distinguish your firm in its service to

the City.

- The City may make such investigations it deems necessary to determine the ability of the vendor to perform the work proposed. The vendor shall furnish the City, within five (5) business days of request, all such information and data for this purpose as may be required. The City reserves the right to reject any proposal if the evidence submitted or investigation of the vendor fails to satisfy the City that the vendor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

COSTS: The vendor's costs are to indicate their proposed "not to exceed" costs for the various scope of work descriptions contained in this RFP. The costs must include a schedule of hourly rates for the personnel proposed for the work along with any proposed charges for other services or reimbursements. Note: Travel, food, and lodging will not be reimbursed. These types of charges must be included in your "not to exceed" costs.

- 3) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language in the Request for Proposal (including its Form of Agreement). Each exception must be clearly defined and referenced to the proper paragraph in this RFP or its resulting Contract (Form of Agreement). The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the City will expect and require complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to material terms/conditions will not be accepted.
- 4) **SHORTLISTING:** The City may shortlist the Proposers based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the Selection Team and to clarify their proposals through exhibition and discussion. The City will not reimburse oral presentation costs of any Proposer.

SPECIFIC CONTRACT TERMS AND CONDITIONS

1. **PAYMENT:** The Contractor may bill monthly for work completed. Terms are Net 30.
2. **ESTIMATED QUANTITIES:** The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.
3. **INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter will serve as the request and will be faxed and/or emailed to the successful Respondent. To expedite the process, a copy of your current coverage may be submitted with your Proposal.
4. **STANDARD INSURANCE REQUIREMENTS:**
 - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - c) **Automobile Liability Coverage:** The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 - d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
 - e) Cancellation clause of insurance shall identify not less than thirty (30) days.
 - f) The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - g) **A Performance Bond in the full amount of the awarded amount will be required.**
5. **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City to cancel the contract or any part thereof.
6. **KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - a) The Contractor agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City.
 - b) If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City,

and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- c) The use of any subcontractor is subject to pre-approval by the City of Dearborn's Legal Contract Administrator and Purchasing Department.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Proposal unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2/10 Net 30 unless otherwise specified by the City of Dearborn.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 10) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or

portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 12) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 13) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 14) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
- 15) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 16) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 17) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 18) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 19) **Subcontracting:** The use of a subcontractor is subject to the written approval of the Corporation Counsel of the City of Dearborn.
- 20) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this Proposal or in any other manner.
- 21) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
- 22) **Unusual Circumstances:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not

have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- a. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
- b. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- c. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
- d. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

REQUIRED FORMS

PROPOSAL FORM16

PRICE SHEET.....17

BUSINESS INFORMATION QUESTIONNAIRE.....19

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

OFFER TO: CITY OF DEARBORN:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, Offer, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, for the term as stated herein, and to enter into an Agreement with the City of Dearborn, in accordance with the Conditions, Scope and Terms, together with any written addendum as specified above (collectively referred to as the "Form of Agreement").

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable provisions of the City's Charter and Code of Ordinances, and 2) if awarded a contract to operate the Concession or provide the goods or Services required in the RFP, the Proposer will comply with the City's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Contract, it will submit to the City any required type of guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

ACCEPTANCE OF OFFER:
(TO BE COMPLETED BY THE CITY OF DEARBORN)

The Offer is hereby accepted for consulting services for a water & sewer rate study with value not expected to exceed \$_____.

The Contractor is now bound to sell the materials or services listed in the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the City of Dearborn including any negotiated terms and conditions not explicitly mentioned in this RFP or in the offer as submitted by the Contractor (such items shall be attached to this contract as applicable).

This contract shall henceforth be referred to as _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

John B. O'Reilly, Jr., Mayor Date
(or designee)

City of Dearborn Corporation Counsel Date

Budget Approval (If Applicable):

If the total dollar value of this solicitation is below the City of Dearborn Council threshold, the Mayor and Corporation Council Signatures are not required. A Purchase Order will serve as the notice of acceptance/notice to proceed and will be subject to all terms and conditions as stated in this document.

PRICE SHEET

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION. **THIS PRICE SHEET AND ADDITIONAL PRICE-RELATED INFORMATION MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH YOUR RFP SUBMISSION.**

Please provide your not-to-exceed fee for services requested:

\$ _____

Should the need for any other related studies be needed, please provide a fixed, hourly rate:

\$ _____/Hour

Attach additional pages (if needed) for other cost/price related information. Note: All fees, etc., must include travel, meals, etc. The City will not reimburse these expenses separately.

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

NAME OF COMPANY _____
PRINCIPAL OFFICE ADDRESS _____
TELEPHONE NUMBER _____

FORM OF OWNERSHIP (Check One)
Corporation () LLC () Joint Venture ()
State of Incorporation/Registration _____ Date of Incorporation/Registration _____
Partnership () If Partnership, select one of the following: Limited () or General ()
Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

<u>Name</u>	<u>Other Than Proposer Directorship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE CITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By _____
(Signature) Date _____

(Title)

By _____
(Signature) Date _____

(Title)

SUBCONTRACTOR FORM

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

Are there any subcontractors to be utilized under this contract?

☐ YES - You must complete both pages.

☐ NO - You must complete only this page.

ACKNOWLEDGED BY:

Firm: _____

Name: _____
(Authorized Representative)

Title: _____

Signature: _____

Date: _____

SUBCONTRACTOR FORM Continued

(If you have more than one Subcontractor, make additional copies as needed)

Prime Contractor _____

State relationship, if any, between Prime Contractor and each Subcontractor: _____

NOTE: Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

Subcontractor: _____ Fed Tax ID _____

Address: _____ P.O. Box _____

City: _____ County _____ State _____ Zip: _____

Phone:(_____) _____ Fax:(_____) _____

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): _____

Work to perform: _____

Subcontract Amount \$ _____ Percent of Contract _____ %

ACKNOWLEDGED BY:

I acknowledge that all the above information has been completely filled out and is true.

SUBCONTRACTOR

Authorized Signature _____ Name & Title _____ Date _____

I acknowledge that all the above information has been completely filled out and is true.

PRIME CONTRACTOR _____
Authorized Signature _____ Name & Title _____ Date _____