

REQUEST FOR PROPOSAL (RFP)

RFP: #RFP-FH-09-10-1536

ITEM: Planning Consultant

DEADLINE: Wednesday, August 26, 2009, 10:00 a.m., local time

PREBID MEETING: N/A

1. SUBMISSION AND RECEIPT OF PROPOSAL

Proposals to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE PROPOSALS WILL BE ACCEPTED.** The City reserves the right to postpone the opening for its own convenience. Bidders shall use the proposal documents furnished as none other may be accepted. Proposals are considered received when in the possession of the Farmington Hills City Clerk. All proposals shall be labeled with the RFP number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Proposals shall be sealed when submitted. Separate proposals shall be submitted on each proposal number and shall be typewritten or written in ink and legibly prepared. Proposals having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a “No Bid”, do not follow the above directions but send a letter to the Purchasing Division indicating a “No Bid.** Proposals shall be mailed or delivered to City of Farmington Hills, City Clerk’s Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or electronic proposals will be accepted.**

2. RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the proposal. Bidders may submit proposals on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Farmington Hills promotes “green” technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations

3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the proposal document made by the Vendor unless those changes are set out in the “Exceptions” provision of the Authorized Version of the proposal document. It is Vendor’s responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the proposal document. Any Vendor who submits a proposal and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version. If a proposal is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda.

4. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Proposal and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the proposal will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate proposal, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this proposal, may be considered non-responsive, and at the opinion of the City, may result in rejection of the proposal.

8. PRICING

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

10. DELIVERY

Proposals shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

11. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills is exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. Payment terms are Net 30 days upon receipt and acceptance. Cooperative members will provide their tax-exempt status if required by the awarded vendor

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose proposal, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all proposal, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the document the City reserves the right to accept any item in the proposal on an individual basis. Bidders may submit proposals on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.

13. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline. No proposal may be withdrawn for at least 90 days after proposal opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a proposal, the Purchasing Division staff may, by discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

16. INSURANCE(REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The awarded bidder furnishing labor in/on City/public premises agrees to hold the City of Farmington Hills and cooperative members harmless from liability loss and will maintain minimum coverage outline below. An Acord form outlining coverage will be returned with the bid documents.

16.1.	General Liability	\$1,000,000.00
16.2.	Automobile Liability - Any Auto	\$1,000,000.00

- 16.3. Excess Liability \$1,000,000.00
- 16.4. Workers' Compensation and Employers Liability per State statute.

Additionally, the City of Farmington Hills will be named as additionally insured. Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.

17. GENERAL INFORMATION

The City of Farmington Hills is seeking planning services to assist the City on an as needed basis for complete on-call services to aide staff and applicants with regard to Zoning map amendments, Zoning text amendments, Planned Unit Development requests, Land Divisions, Public street and utility vacations, Site Plan and Special approval requests, Landscape Plans, Tree surveys, Open space plans, Master Plan amendments, Subdivision Plats and Site Condominium Plans, Redevelopment Plans & Proposals and Reuse of Brownfield sites. The successful firm will become an integral team member for all aspects of project review and approval; attend Planning Commission Meetings, City Council and Zoning Board of Appeals meetings as well as meet with developers as needed.

18. SCOPE OF WORK

A. The planning services may include, but not be limited to:

1. Meet with prospective applicant(s) and/or their consultant team to present Code requirements and discuss initial insights to viability of the proposed project(s). Viability issues will include, but not be limited to, code compliance, site constraints, access, Master Land Use Plan designation, and density.
2. Review and summarize findings of plans, elevations, and any additional material submitted for technical compliance review. Review and findings shall be based on the City's current Codes, guidelines, and other standards as they may apply. Response time for preparation and submittal to Planning Department of summary reports will vary depending on complexity and degree of change from previous submission.
3. Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.
4. Attend Planning Commission, Zoning Board of Appeals, City Council Meetings on an as needed basis to present summary reports and answer questions regarding various projects and assignments requested by Planning Department.
5. Conduct research and analysis on an as needed basis as requested by the Planning Department for various issues including but not limited to planning, and land development standards.
6. Assist the Planning Department in developing reports and supporting graphics for but not limited to the Planning Commission, City Council and Zoning Board of Appeals.
7. Assist the Planning Department in interpreting and applying the standards contained within the City's Zoning and Land Regulation Codes including but not limited to developmental compliance, historic districts, one-family detached residential condominiums (site condos), and architectural guidelines.
8. Additional related services as mutually agreed to by the City and the selected firm.

B. Project assignments will be on an as-needed basis. Not each project submitted to the City for review and approval will necessarily require any or all of the professional services of the firm. The City reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected firm or to other firms currently working on existing City projects.

C. To assist the firm, the City will provide the firm copies of all current Codes, maps, aerials, previous meeting minutes and historical codes as available, appropriate and as legally possible, in possession of the City relevant to the nature of the work assignments.

19. SERVICE SPECIFICATIONS

The following is a general outline of the type of work to be performed by the successful firm. Broadly stated, the City desires to seek professional planning services to provide the following basic services.

- A. The firm shall perform professional services including basic plan review for various projects submitted to the City for approval. The basic services require that the proposed projects be evaluated to determine compliance with the minimum (or maximum) land development standards and requirements of the City's various Codes, Ordinances, Guidelines, and Policies.
- B. Based on past practice as well as the City's Codes, Ordinances, Guidelines, and Policies it can be concluded that the professional services required include knowledge of county, state, local, and legal requirements.
- C. The professional conducting such review shall prepare a report in a timely manner that identifies those areas or sections of the proposal that meets the City's criteria and those areas or sections that are deficient. When deficiencies are identified it is the City's policy that a course of action to correct the deficiency is recommended.
- D. The timely manner for conducting the review and preparing the summary report will be determined with each project and any subsequent submittals for the same project. The allotted review time will be mutually determined by the City and the firm based on the complexity of the project submitted along with the number of corrections/revisions that were identified on previous submittals.
- E. The firm may also participate with City staff in preliminary or concept meetings, upon request, to provide advisory information to prospective applicants as to how the various standards may apply to their property.
- F. The firm shall also make their professionals available to answer questions directly from citizens and development approval applicants regarding Code compliance whether by phone, fax, mail, electronic mail, or receipt of plans. These procedures would be considered informal, but are to be made available to assist the applicant in a timely and responsive manner. All formal submittals will still be directed to and through the City's Planning and Development Department.
- G. The City reserves the right and opportunity to request the firm to provide professional services for other activities that include, but are not limited to, Code analysis, special studies and representation at regional meetings, if City personnel are not available. The work may be for areas not specifically identified in this Request For Proposals, but will be closely associated. As an example: if the firm provides professional services in areas of Community Development, Economic Development, or the like the City may use this contract to secure those services.
- H. The firm shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further shall represent that the advice and consultation provided shall be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to any assigned project.

20. CONTRACT PERIOD AND PAYMENT TERMS

- A. A contractual period will begin following City Council approval of the recommended firm and will be for duration of two (2) years with the City's option to renew for two (2) additional years through mutual consent between the awarded firm and City of Farmington Hills. The City will issue a blanket purchase order for the awarded firm to invoice against.
- B. Payment will be remitted following receipt of a monthly invoice that includes detailed project information.

21. MINIMUM FIRM SPECIFICATIONS AND MANDATORY REQUIREMENTS

- A. The awarded firm will have a minimum of ten (10) years experience, providing this type of service, in a municipal environment.
- B. The successful firm shall ensure/understand that they will work closely with City staff during all phases of the work. The successful firm will be considered a key part of the project team, a strong, positive working relationship must be maintained.
- C. All licenses required for a discipline by the State of Michigan shall be maintained by the firm during the course of the contract.
- D. The firm will provide a single point of contact for the duration of the contract.
- E. The firm will ensure a timely completion of assignments.
- F. The firm will comply with administrative procedures of the City.
- G. The firm will meet with applicable city departments to review project concerns and issues to seek a coordinated response to applicants.

22. PROPOSAL INFORMATION – PROPOSALS NOT INCLUDING ALL THIS INFORMATION MAY BE REJECTED

- A. Provide a brief narrative of your company's relative work experience highlighting comparable assignments/projects.
- B. Provide a comprehensive list of all services you provide, specifically addressing your firm's methodology for meeting the requirements of the Scope of Services, Minimum Specifications and Mandatory requirements listed in this request.
- C. Provide a complete list of sub-consultant firms utilized by your company with contact information.
- D. Provide completed Vendor Questionnaire (Attachment A).
- E. Provide completed Cost Proposal form (Attachment B).
- F. Provide resumes of those staff that will be assigned to the City of Farmington Hills.

23. PROCESS FOR REVIEW OF PROPOSALS

To be considered your company must specialize in this type of service and have proven track record of success. When submitting your proposal **one (1) original & three (3) copies** of the written and priced response will be provided in one sealed envelope/box. The Planning Department and Central Services Staff will review proposals, check references, and interview companies (as needed). The company's proposal which is viewed in the best interest of the City will be chosen. **All proposals will be hand delivered or mailed to the City Clerk's Office, 31555 West Eleven Mile Road, Farmington Hills, MI 48336-1165. All proposals must be received no later than 10:00 a.m. E.S.T., Wednesday, August 26, 2009, E.S.T. Proposals received after the deadline will be rejected and returned. Questions regarding this proposal should be addressed to City Planner Ed Gardiner (248) 871-2545 or egardiner@fhgov.com. Kelly Monico can answer general bidding questions at (248) 871-2435 or kmonico@fhgov.com.**

VENDOR QUESTIONNAIRE-ATTACHMENT A

_____ The undersigned certified the truth and correctness of all
(Name of Company)

statements and of all answers to questions made hereinafter.

Submitted to: City of Farmington Hills
Address: 31555 W. 11 Mile Road, Farmington Hills, MI 48336
Project: Planning Consultant Services

_____ Corporation _____ Partnership _____ Other
_____ Individual _____ Joint Venture

Company Principal Office Location _____

Date Statement of Qualifications Submitted _____, 20____

Questions:

1. How many years has your organization been in business as a planning consultant firm?
 - a. How many years has your organization been in business under its present business name?
 - b. Under what other or former names has your organization operated?
2. How many years' experience has your organization had in the municipal planning field?
3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-President's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:
4. If an individual partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (State whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name principals:

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

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

8. Have you ever failed to complete any work awarded to you? _____
a. If so, note when, where and why.

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? _____

a. If so, where and why?

10. Has any officer or partner of your organization ever failed to complete a contract handled in his name? _____

a. If so, state name of individual, name of owner and reason therefore.

11. In what other lines of business are you financially interested?

12. Name of your bank and financial references:

13. How many employees does your company employ?

Full-time employees:_____ Part-time employees: _____

14. How many planners does your company employ?

Total Planners: _____ A.I.C.P Certified: _____

15. List the experience of the key individuals of your organization: NAME, POSITION. YEARS OF EXPERIENCE WITH YOUR COMPANY AND IN WHAT CAPACITY.

16. The work, if awarded to you, will have the personal supervision of whom?

18. REFERENCES

List five (5) municipalities where you have provided planning consultant services for in the last five (5) years.

1) Entity Name: _____ Contact Person: _____

Address: _____ Phone # _____

Description of Project/Service Provided _____

2) Entity Name: _____ Contact Person: _____

Address: _____ Phone # _____

Description of Project/Service Provided _____

3) Entity Name: _____ Contact Person: _____

Address: _____ Phone # _____

Description of Project/Service Provided _____

4) Entity Name: _____ Contact Person: _____

Address: _____ Phone # _____

Description of Project/Service Provided _____

5) Entity Name: _____ Contact Person: _____

Address: _____ Phone # _____

Description of Project/Service Provided _____

**REQUEST FOR PROPOSALS FOR
PLANNING SERVICES
RFP-FH-09-10-1536
ATTACHEMNT B**

COST PROPOSAL FORM

A. General Fee Schedule

Rates should include all personnel, travel time and reimbursable expenses

Fee Schedule	Rate
1) Retainer: Attend one regular meeting (preliminary hearing) per month with the Planning Commission to review current planning problems and for assistance in planning program implementation and coordinate current planning matters with the City.	
2) Attend one (1) public hearing when requested to do so by the Planning Commission	
3) Meet in reviewers' office, at the direction of the City, with proponent regarding referral matters in accordance with the following schedule:	
4) Two-Family Housing; Multiple-Family Housing; Commercial, Industrial or other site plan unless provided for in the category below; Tree Protection or Greenbelt, Berms, Parking Lot Landscaping or other planting plans unless provided for in category below.	
5) Subdivision Plats; Planned Residential Development; Planned Unit Development; One-Family Cluster Option; OS-3 District Site Plan	
6) Plats or Site Condominiums (per lot or acre)	
• Review of Preliminary Plat (Includes 1 or 2 Reviews)	
• Second Revision (At option of consultant)	
• Additional Charge for Major revision initiated by the proponent	
7) Subdivision Open Space Plat	
• Review of one-family lot layout plus general review of open space area (not including open space plan and inspections) (includes 1 or 2 reviews)	
• Second Revision (At option of consultant)	
• Additional Charge for Major revision initiated by the proponent	
• Review of Final Plat	
8) Review or Inspection of Subdivision Open-Space Plan, Planned Residential District Plan, Planned Unit Development or Cluster Open Space Plan	
• Initial Review of Open Space (includes 1 or 2 review)	
• Second Review of Open Space (At option of consultant)	
• Inspection of Completed Open Space -For one or two inspections; provided that second inspection is requested within one hundred eighty (180) days of the first inspection	
• For each additional inspection	

Fee Schedule	Rate
9) All Site Plans	
Multiple-Family Housing	
• Review of Site Plan (Includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• For each Major Revision initiated by proponent	
Commercial, Industrial or Other Site Plan	
• Review of Site Plan (Includes one or two reviews) Two Acres or Less	
• Over Two Acres but Less than Twenty Acres	
• Twenty Acres and Greater	
• Second Revision (at option of Planning Consultant) Two Acres or Less	
• Over Two Acres but Less than Twenty Acres	
• Twenty Acres and Greater	
• For each Revision initiated by Proponent	
10) Uses in B-4, OS-2 District or other Site Plans Requiring a "marginal access drive"	
• Review of Site Plan (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
11) Uses in the OS-3 District	
• Review of Site Plan (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
12) Review of all Planned Residential Developments will be charged:	
• Preliminary Plan (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• Final Plans or Plats Preliminary Plat	
• First Revision (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• Final Multiple-Family Site Plans	
13) Review of all One-Family Cluster Options	
• Review of Site Plan (includes one or two reviews)	
• Second Revisions (at option of Planning Consultant)	
• For each revision initiated by proponent (review of qualification for cluster to be done on an hourly basis)	
14) Review of all Two-Family Dwelling Options	
• Review of Site Plan (includes one or two reviews)	
• Second Revisions (at option of Planning Consultant)	
• For each revision initiated by proponent	
15) Review of all Mobile Home Parks	
• Review of Site Plan (includes one or two reviews)	
• Second Revisions (at option of Planning Consultant)	
• For each revision initiated by proponent	

Fee Schedule	Rate
16) Review of Greenbelts, Buffer Yards, Berms, Parking Lot Landscaping or Other Planting Plans	
• Review of Plans- Each Submission (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• Each Field Inspection	
17) Review of all Planned Unit Developments	
PUD Plan	
• Review of Plan (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
Site Plan or Plats - Preliminary Plats/Site Condominiums	
• Review of lot layout plus general review of open space area (not including open space plan and inspections) (includes 1 or 2 reviews)	
• Second Revision (At option of consultant)	
• Additional Charge for Major revision initiated by the proponent	
• Review of Final Plat	
18) Division of Land or "Lot Splits"	
• Two Divisions (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• Three or Four Divisions (includes one or two reviews)	
• Second Revision (at option of Planning Consultant)	
• Five or More Divisions	

B. Special Meeting and Project Requests

Handled on an Hourly Rate basis. The City is requesting hourly rates for personnel, identified by classification. If your firm has additional classifications please submit in the space provided.

Position	Per hour rate
Certified Planner	\$
LEED Certified Planner/LA	\$
Associate Community Planner	\$
Registered Landscape Architect	\$
Drafting	\$
Technical Aides	\$
Administrative Support Staff	\$
	\$
	\$

Provide a list of reimbursable items and an all inclusive list of other charges (for Special Meetings & Projects only).

C. What is the percentage of increase for subsequent years of this agreement (after the first year) in all categories, including subcontracted services?

Contract Year 2 -add_____%

Optional Renewal of agreement -

Contract Year 3 -add_____%

Contract Year 4 add _____%

Does your firm charge administrative overhead on subcontracted and/or reimbursable costs? If so, state percentage.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Planning Services as described herein 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 services.

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

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Farmington Hills. Proposer's shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

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.

Representative's Name: _____

Title: _____

Signature: _____

Dated: _____