



City of Rochester Hills  
Notice of Intent to Accept Proposals for  
Acoustic and Media Equipment  
Consulting Services  
RFP-RH-12-054

The City of Rochester Hills is accepting proposals from experienced and qualified firms to provide Acoustic and Media Equipment Consulting Services. Sealed proposals will be received by the City of Rochester Hills at the **Purchasing Division** (lower level), 1000 Rochester Hills Drive, Rochester Hills, MI 48309 or through the MITN website until **EXACTLY 3:00 P.M.** Local Time, **Wednesday, October 17, 2012**, at which time the names of submitting proposers will be publicly read.

**A voluntary pre-proposal/walk through meeting will be held on Monday, October 1, 2012 at 10:00 a.m. at the City of Rochester Hills, City Hall Auditorium (lower level), located at 1000 Rochester Hills Drive, Rochester Hills, Michigan for proposers to familiarize themselves with the conditions of the site and to answer questions regarding the project.**

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid 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](http://www.rochesterhills.org), select City Government, Departments, Purchasing, Bid Opportunities and, link to the MITN website. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Lisa Cummins, CPPB  
Senior Purchasing Analyst  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

All proposals (**5 copies**) must be submitted in a Sealed Envelope marked "**RFP –ACOUSTIC AND MEDIA EQUIPMENT CONSULTING SERVICES**" or through the MITN website. The City of Rochester Hills is capable of accepting documents in doc, pdf, jpg, tif or rtf formats.



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### **Background/Overview**

The City of Rochester Hills comprises approximately 32.2 square miles and is located east of the I-75 corridor in the eastern portion of Oakland County, Michigan. The City is bordered to the south by the City of Troy; to the east by Shelby Township in Macomb County; to the north by Oakland Township; and, to the west by the City of Auburn Hills. Rochester Hills surrounds the City of Rochester on its northern, western, and southern boundaries.

The Media Division serves the residents, businesses, non-profit organizations, boards and commissions, as well as internal clients with marketing, promotion, writing, still photography, video production, event presentation, training, education, documentation, emergency notification, and other special programs including the Festival of the Hills, inaugurations, State of the City Address, and the televising of City Council meetings.

General information regarding the City of Rochester Hills is available at [www.rochesterhills.org](http://www.rochesterhills.org).

The City of Rochester Hills operates a Government Access TV Facility (RHTV) from a small studio located at City Hall. RHTV's duties include live cable casting of City Council meetings, public forums and other programs from City Hall's auditorium along with various field and studio shoots. RHTV acquires video on DV tape from a variety of handheld cameras. Editing of the video is done on two (2) Avid Adrenaline systems running Media Composer 5.

City Council meetings are shot with six (6) remote-controlled cameras which send an SDI signal to a production switcher. Other important switcher sources are the character generator and video clip player (used for program openings). Live programs are aired on Comcast, WOW and AT&T cable via analog signal sent directly to each company's onsite encoder or modulator. Live programs are also recorded to DVD, our playback server and an off-site Video On Demand server. All outputs to these destinations are analog.

City Council has identified several issues while conducting meetings. Some issues identified are: trouble hearing speakers at the back of the auditorium even if a microphone is being used, feedback, and equipment issues (outdated technology, functionality, etc). As an example, currently when presentations are conducted in the auditorium presenters will bring their presentations in on a DVD, flash drive, SD cards or laptop. The City's A/V system only has two (2) VHS decks, and their laptops can be connected to our system but there is no audio. The current environment does not allow for an efficient, cohesive, functional presentation type facility (auditorium).

### **Scope of Services**

The purpose of this project is to seek the assistance of an acoustic and media equipment consultant to assist and define acoustic improvements needed in the City Hall Auditorium, provide recommendations to address the aging Audio Visual Technology used within the City Hall Auditorium, and recommendations to update RHTV's aging broadcast television equipment.



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The consultant shall perform professional services as directed by City of Rochester Hills staff, including but not limited to the following:

- Evaluate and identify auditorium acoustical problems.
- Evaluate auditorium and RHTV audio/visual equipment.
- Provide recommendations to update the presentation technology in the auditorium.
- Review and provide assistance/recommendations for audio visual/media equipment to make sure equipment proposed will work with acoustical upgrades and integrate into the City's current system with ease.
- Provide recommendations to address acoustic issues within the auditorium through either minor structural changes or through technology changes and/or updates.
- Prioritize acoustic improvements and audio/visual equipment upgrades with respect to operating budget (low cost to high cost) and define the order of importance for accomplishing each task.
  - May include presentation of findings to City Council for their input
- Prepare construction cost estimates for the arrived at design solutions for acoustic repairs and audio/visual equipment upgrades
- Prepare and provide design and specifications for proposed improvements and equipment upgrades
- Prepare design, plans, and specifications for the City's solicitation
- Assist the City during bidding process which includes but is not limited to:
  - Attending walk-through and responding to questions during bid process
  - Attending any preconstruction meetings
  - Submittal review
- Assist the City with contract administration during construction process

### **Contract**

The contract will begin at time of execution. The consultant shall disclose all projects that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

### **Payment Terms**

Payments will be remitted net 60 days from the date of a properly completed and accepted monthly invoice that includes the following detailed project information:

Information for each discipline as it relates to the project:

- Itemization of all services performed
- Number of hours spent on each
- Number of hours spent on miscellaneous services



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- Fees associated with these hours
- Balance of costs remaining
- Reimbursable expenses

### **Mandatory Requirements**

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of this contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City staff and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested
8. The firm shall provide status sheets periodically to the City as requested.

### **Proposal Submissions**

Responses to this Request for Proposals should contain the following information:

1. Background of Consultant – Names and qualifications of key personnel proposed for assignments for City of Rochester Hills projects and description of experience and qualifications.
2. Professional Qualifications – Describe professional qualifications, including certifications, education and special skills of those to be assigned to the City's project.
3. Management Capability – The experience of a prospective consultant in managing projects of a similar nature and ability to complete a project within time constraints as established by the City.
4. Work Proposal – Explain how the work will be accomplished, including any subcontracted tasks.
5. Comparable Projects – Provide at least three (3) references for similar projects completed by consultants in the last two (2) years.
6. Cost Proposal – Show full billing rates for each person that will be assigned to the City's project. Outline all reimbursable expenses that will be billed to the City and any administrative overhead for subcontracts or others. The Cost proposal shall include all costs that the City may incur during the contract with the selected proposer.

### **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 firms. The firm selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:



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1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program meets the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have professional experience and qualifications for the services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City’s projects.
3. *Capacity* – The firm’s capability to accomplish the project with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
4. *Comparable Projects* – Provide a list of comparable projects/services as described above. Include a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal*- Present cost proposal as defined in Proposal submission section of this Request for Proposals. Also, include fees for attendance at meetings and travel time, if applicable. Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer(s) to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The City reserves the right to award a contract without an interview, as determined in the best interests of the City. The lowest price proposal may not have a direct bearing on final selection. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals beyond that sufficient to present a complete and effective proposal are not necessary or desired.

### **General Conditions**

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Senior Purchasing Analyst, 1000 Rochester Hills



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Drive, Rochester Hills, MI 48309, 248/841-2537, [cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org). All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquires received after October 1, 2012 at 5:00 p.m. (local time) will not be considered.

2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.
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 Hill 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.
4. No proposal may 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, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm, all supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the 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.
6. The City 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 will deem to be most favorable to the interests of the City or to award to multiple proposers.
7. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
8. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City 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.
9. The successful proposer must furnish documentation complying with State of Michigan



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and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

10. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.
11. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.
12. No faxed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
13. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this notice to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
14. Ownership of all data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Request for Proposals and subsequent contract shall belong exclusively to the City of Rochester Hills.
15. The consultant will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The consultant will designate a representative who will be present at site and will have the authority to act on behalf of the consultant. The consultant's representative will not be replaced without prior written notice to the City. All communications given the consultant's representative will be as binding as if given to the consultant.
16. The proposer is an independent contractor and as such will be responsible for paying his/her own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.
17. The consultant 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 Consultant 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.
18. All work shall meet with the approval of the Director of Facilities or his authorized representative, as conforming to the provisions and requirements of this contract.
19. Advanced payments will not be authorized. Payments will be made on a time and materials basis and acceptance of the services rendered. Accurate and acceptable invoices will be paid net 60 days.



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20. 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 consultant to whom it is proposed to make such award. Any contract 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 or the City of Rochester Hills.
21. Proposers are advised that the Request for Proposals is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Contact with review committee members, Mayor or City Council members can result in disqualification. An award will be posted on the MITN website.
22. 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 contractors shall be bound by such changes or addenda.
23. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.
24. In the event of bankruptcy proceedings are commenced by or against consultant or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment of the benefit creditors of either party. City shall be entitled to terminate without further cost or liability. Te City may cancel the Agreement/Contract or affirm the Contract and hold the consultant responsible for damages.

### **Instructions to Proposers**

1. Submit SIX (6) Copies of your proposal. Proposers not responding to any of the specifications may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.
2. Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed



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for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the Request for Proposals will be furnished to all prospective proposers as an amendment or an addendum to the Request for Proposals, if such information would be of significance to uniformed proposers. The City of Rochester Hills will make the sole determination as to the significance to uniformed proposers. Inquiries regarding the proposal will not be accepted after October 1, 2012 at 5:00 p.m. (local time). Proposer shall be responsible to insure that he/she has all significant information prior to submitting a proposal.

3. All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of Lisa Cummins, CPPB, Senior Purchasing Analyst, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, 248/841-2537, [cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org).

### **Insurance Requirements**

Submit a Certificate of Insurance 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 and licensed in the State of Michigan. City of Rochester Hills shall be named as Certificate Holder.

The limits required below do not limit the liability of the Consultant. All deductibles and SIRs are the responsibility of the Consultant.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached.

The consultant shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Consultant to maintain the required insurance shall be grounds for contract cancellation.

1. **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 and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with



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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.

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. **Workers' Compensation Insurance:** The contractor 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.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills (the City of Rochester, the Huron Clinton Metropolitan Authority), 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: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

**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 this contract.



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**CONSULTANT INFORMATION**

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Firm Established:** \_\_\_\_\_ **Years in Business:** \_\_\_\_\_

**Type of Organization:**

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing acoustic and media equipment consulting services? Please explain.

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How many clients does your company currently service with the type of services described? Explain the capacity of the services provided.

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Please provide a list of five (5) client references. Include name, address, phone number, contact person and briefly describe scope of services performed. Include municipal clients.











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2. Design Phase (Identify employee(s), position title, hourly rate, estimated hours, etc.)

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3. Bid Phase (Identify employee(s), position title, hourly rate, estimated hours, etc.)

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4. Contract Administration Phase (Identify employee(s), position title, hourly rate, estimated hours, etc.)

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Can you meet the City's Insurance Requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Acoustic and Media Equipment Consulting Services, as described herein for prices 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 one hundred twenty (120) 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 the term of the contract.

This 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 other proposer or to secure any advantage against the City of Rochester Hills.

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.

The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

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 employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on a separate paper with the response and shall understand that the City, at its discretion may reject their proposal.



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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:** \_\_\_\_\_