



CONTRACT
DOCUMENT FOR
Sol. No. 23-699-005

CITY OF PONTIAC
Production Company/Event Coordinator for
the Pontiac Art Crawl

CITY OF PONTIAC – DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: July 31, 2023

NOT TO EXCEED AMOUNT \$34,950.00

This Contract effective as of May____, 2023 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan ("City"), and The Major Group, a Limited Liability Company, whose address is 33717 Woodward Ave., Suite 331, Birmingham, MI 48009 ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1.** "City" means the City of Pontiac, a Michigan Municipal Corporation, its council, elected officials and officers, departments and "City Agent" as defined below.
- 1.2.** "City Agent" means all elected and appointed officials, directors, council members, employees working on behalf of the City, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City agent" shall also include any person who was a "City

agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

- 1.3. "Contract Administrator" or "City Representative" means the individual by the City to act as a liaison between the City and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.
- 1.4. "Contract Documents" means the following documents which are included and fully incorporated into this Contract:
 - 1.4.1 **Exhibit A: Request for Quote**
 - 1.4.2 **Exhibit B: Scope of Services**
 - 1.4.3 **Exhibit C: Addendum 1**
- 1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, though, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6. "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.
- 1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.8. "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.9. "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.
- 1.10. "Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also, if delivered at, or sent by registered mail to, the last known business address of the Contractor.
- 1.11. "Intellectual Property" means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.

1.12. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the City.

2.1.3. This Contract is signed by the City of Pontiac Mayor or his designee, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2. The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon Thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the City is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the City may terminate, end or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.3. The City's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

2.5. Under no circumstances shall the City be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the City or Services were actually rendered pursuant to this Contract.

3. SCOPE OF CONTRACTOR'S SERVICES

3.1 The Contractor shall provide all necessary items needed to Coordinate & Produce the Art Crawl for the City of Pontiac. The Contractor shall perform all work identified in **Exhibits A**

- The Contractor will forward all questions, as they arise, to the City's Art Crawl Contact, via email to: Mike Martin and, mmartin@pontiac.mi.us.

3.2 Quality Control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

3.3 City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse, replace or restore the City for any loss or damage, normal wear and tear excepted.

4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

4.1. Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any services under this Contract shall be:

4.1.1. In no event shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the City with notice of this contingency at least fifteen (15) Days before this event.

4.1.2 The Contractor shall submit an invoice to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.

4.1. Method of Payment. Method of Payment as specified in **Exhibit A**. Contractor shall invoice on a monthly basis, in accordance with section 11 of the RFQ, for services completed or work leading up to the completed date, until the Scope of Services are complete. Contractor must email all invoices to accountspayable@pontiac.mi.us for processing. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and final clean-up has been performed. The contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

- 4.2. Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract. The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that is the obligations of Contractor under this Contract. This includes withholding payment in the amount of any City provided equipment, or supplies (if applicable) that are not returned by the Contractor upon completion of the services provided under this Contract.
- 4.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 4.4. Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A).
- 4.5. Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract.

5. CONTRACTOR'S ASSURANCES, WARRANTIES AND DEFAULT

- 5.1. The Contractor certifies that all statements, assurances, records, and materials submitted to City in connection with securing this Contract have been truthful, complete, and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debaring the Contractor from future City contracts. The City's right to cancel this Contract as provided herein shall be in addition to any other rights the City has to terminate or cancel this Contract.
- 5.3. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.4. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.
- 5.5. Taxes. The Contractor shall pay, its own local, state, and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or be required to reimburse the Contractor for any federal, state, and local taxes or fees of any kind.

5.6. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

5.7. Taxes. Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

- All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

5.8. Contractor Employees.

5.9.1 The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

5.9.2 The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.9.3 (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following situations occur: (1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.

5.9.4 All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.

5.9. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. The Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. The Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.10. Full Knowledge of Service Expectations and Attendant Circumstances. The Contractor warrants that before submitting its bid and entering into this Contract, it had a full opportunity to review the proposed services, examine all measurements, dimensions, and existing conditions of the work area for this Contract and to review all City requirements and expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute and perform this Contract. The Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.11. Independent Contractor. The Contractor's Relationship to the City is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

5.12. Default. In addition, to a breach of the terms of any condition or warranty set forth in this Contract, the following events shall constitute a default of Contractor:

- Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified.
- Causes stoppage or delay of, or interference with, the project.
- Fails to promptly pay its employees for work on the project.
- Fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
- Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.
- Makes unauthorized changes in supervisory personnel without Notice to Contract Administrator.
- Fails in performance or observance of any of the provisions of the contract.

- Files a voluntary petition in bankruptcy or is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code; files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors; seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property; makes an assignment for the benefit of creditors; or Makes an admission, in writing, of its inability to pay its debts as they became due.

5.13. Then City, after giving Contractor written or oral (subsequently confirmed in writing) Notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder.
 - After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1. Indemnification. The Contractor shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of the Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.1 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the City for all claims asserted against the City and if the insurance company prevails, the Contractor shall indemnify the City for uncollectible accounts.

6.1.2 The Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.

6.1.3 The Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.

6.1. Contractor Provided Insurance.

- At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the specifications and requirements set forth in **Exhibit A, Section 2.10** Bonds, and Insurance.

7. GENERAL TERMS AND CONDITIONS

7.1. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- "CONTRACTOR'S ASSURANCES AND WARRANTIES";
- "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
- "Audit";
- "Severability";
- "Governing Law/Consent To Jurisdiction And Venue"
- "Survival of Terms And Conditions".

7.3. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to the Contractor if the City suspends services under this Section.

7.4. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties or except as specifically set forth in the Contract, this Contract does not and is not intended to create any obligation, duty, promise, contractual right, or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. The contractor shall comply with all federal, state, and

local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines.

- 7.6.** Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any permit, license, certificate, or governmental authorizations necessary to provide services under this Contract. The Contractor shall deliver all certificates of inspection to the City, if applicable.
- The Contract Administrator or designee shall act as inspector for this project.
 - The inspector shall have access to the Work under this Contract.
- 7.7.** Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
 - The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8.** Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- 7.9.** Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 7.10.** Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by

the City. The contractor shall give the City notice if there are any City Agents or relatives of City Agents who are presently employed by Contractor.

- 7.11.** Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.
- 7.12.** Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with terms of this Contract.
- 7.13.** Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract and provide the City with reasonable access to such book and records.
- 7.14.** Audit. Contractor shall allow the City's Finance Director Division, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within thirty (30) business days of receiving the draft audit report. The contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within thirty (30) business days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 7.15.** Delegation /Subcontract/Assignment.
- The Contractor shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the City.
 - The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation, or subcontract.
 - Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor comply with the rights and obligations contained in this Contract.
 - The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the City for any obligations under the Contract not completely performed or incorrectly performed by any Contractor delegee or subcontractor.
 - The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors.
 - Should a subcontractor fail to provide the work as required by the Contract, the Contractor shall contract with another entity to perform the work in a timely manner. Any additional costs associated with securing a competent

subcontractor and performing the required work shall be the sole responsibility of the Contractor.

- If any part of the Contractor's services depends upon the work of any other contractor or subcontractor, the Contractor shall inspect and promptly report to the City any defects in such work that shall render it unsuitable. The failure to inspect and report shall constitute an acceptance of the other contractor's or subcontractor's services.

- 7.16.** This Contract cannot be sold. The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.
- 7.17.** Contractor Bankruptcy. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.
- 7.18.** Non-Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement, and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.
- 7.19.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.20.** Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.
- 7.21.** Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.22. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail

For the Contractor: **Brian Major**
Executive Producer
The Major Group
33717 Woodward Ave., Suite 331
Birmingham, MI 48009
P: (800) 345-6911
E: bmajor@themajorgroup.com

For the City: **Mike Martin**
Art Crawl Event
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
P: (248) 758-3034
E: mmartin@pontiac.mi.us

7.23. Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.

7.24. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.

7.25. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 7.26.** Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
 - As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.
- 7.27.** Contractor Use of City Licensed Software. Except as otherwise set forth in **Exhibits A and C.** In order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 7.28.** Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the City, and by doing so legally obligates and binds Contractor and the City to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____
Name _____
Title _____

FOR THE CITY OF PONTIAC:

BY: _____ DATE: _____
Tim Greimel, Mayor.

BY: _____ DATE: _____
Tim Sadowski, Finance Director

BY: _____ DATE: _____
Alicia Martin, Purchasing Manger

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____ DATE: _____
Mike Martin, Concert Contact

Exhibit A
Request for Proposal

Exhibit B

Exhibit C

Exhibit A



Production Company/Event Coordinator
for the Pontiac Art Crawl
Saturday, August 12, 2023

Request for Quotes
Solicitation No. 23-699-005

SEALED BID DUE DATE	BID OPENING
<p>Monday, April 17, 2023 Time: No later than 2 pm, EST City Clerks Office (1st Floor) Pontiac City Hall 47450 Woodward Avenue Pontiac, MI 48342</p>	<p>Monday, May 15, 2023 Time: 2:30 pm EST Lions Den (1st Floor) Pontiac City Hall 47450 Woodward Avenue Pontiac, MI 48342</p>

E-mail: purchasing@pontiac.mi.us

NOTICE TO CONTRACTORS

The City of Pontiac (“City”), is requesting bid proposals for a Production Company/Event Coordinator for the Art Crawl. Production Company is to handle the One-day event to take place along Saginaw Street in downtown Pontiac, MI. The event will feature live music, art for sale by local artists, and food vendors.

Solicitation Process Milestone Schedule	
Solicitation Posted	Tuesday, April 4, 2023
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required
Deadline to Submit Questions via BidNet	Friday, April 28, 2023, at 5:00 pm EST
Deadline to Respond to Questions via BidNet	Wednesday, May 3, 2023, at 5:00 pm EST
Deadline for Bids Submission & Public Opening	Monday, May 15, 2023, at 2:00 pm EST (submission deadline) Public Opening will occur at 2:30 pm EST City Hall – Lions’ Den – 1 st Floor 47450 Woodward Ave. Pontiac, MI 48342
Notice of Intent to Award – Posted to BidNet	The Week of May 15, 2023
Present to City Council for approval	Tuesday, May 23, 2023
Notice of Award – Posted to BidNet	By Wednesday, May 24, 2023, at 2:00 pm EST

[Remainder of page intentionally left blank]

**City of Pontiac
General Bidding Terms and Conditions**

1. Definitions

- 1.1 "Bid" or "proposal" means an offer to provide the goods and/or services by the bidder in response to a solicitation.
- 1.2 "Bidder" means an individual or legal entity that submits a bid in response to a solicitation.
- 1.3 "Solicitation" means a request or invitation by the City of Pontiac ("City") for a supplier to sell goods and/or services to the City. A solicitation may be an Invitation to Bid, a Request for Proposal, or a Request for Quote.
- 1.4 "Supplier" or "vendor" means an individual or legal entity that sells or desires to sell goods and/or services to the City.

2. Preparation and Submission of Bids

- 2.1 These General Bidding Terms and Conditions, any Special Provisions, and the provisions of the Solicitation Specifications and/or attachments apply to and become a part of the terms and provisions of the Bidder's Proposal. Bidders are expected to examine these general instructions and any special instructions and conditions prior to submitting the bid proposal. Failure to comply with any of the instructions contained herein may result in rejection of the bid.
- 2.2 Submitted bids shall include the "Bidder Information Sheet", a properly executed "Affidavit for Filing a Competitive Bid", a completed W-9, and any other forms required by this solicitation.
- 2.3 Bids must be submitted to the City Clerk's Office in a sealed envelope or package. The SOLICITATION NUMBER AND RESPONSE DUE DATE MUST APPEAR ON THE FACE OF THE ENVELOPE OR PACKAGE. Two (2) hard copies and one (1) electronic copy (in PDF format) of the response must be submitted. Bid proposals must be submitted in ink or typewritten and signed by the Bidder.
- 2.4 The bids filed with the City Clerks Office will be opened (**refer to the milestone schedule on page 2 for times and dates**) and read aloud. Bids received after the response due date and time shall be considered non-responsive and shall not be considered for any resulting award. Bidders are invited to attend at the time set for opening proposals.
- 2.5 Submitted bids are rendered a legal offer and any bid, when accepted by the City of Pontiac shall constitute a contract.

3. Sales Tax and Incurred Expenses

- 3.1 The City of Pontiac is qualified for exemption from State and Local Sales Tax. Bidders shall not include these taxes in price quotes.
- 3.2 All costs and time incurred by the Bidder in preparing the response to the bid requirements and specifications or that is required to finalize the bid award and/or contract, is at the sole expense of the Bidder. The City will not be held responsible or accountable for any costs incurred by the Bidder in preparing the bid proposal.

4. Insurance, Bonds, and Indemnification

- 4.1 The successful bidder awarded the contract shall obtain and retain insurance, including workers' compensation, automobile, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the contract. The supplier awarded the contract shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the City with evidence of such insurance and renewals.
- 4.2 The successful bidder agrees to hold City of Pontiac and its officers, officials, employees, Boards, and Commissions harmless from any claims, demands, or other liabilities resulting from the successful bidder's or any of its agents' or employees' negligent act or omission to act in the performance of any contract or agreement resulting from this bid.

5. Evaluation and Acceptance of Proposal

- 5.1 All bid proposals received at the published bid opening date and time will be opened and read aloud. Unless alternate criteria are included in any specifications, the criteria used to determine best and lowest bidder will be the Bidder's compliance with all requirements and technical specifications, completion dates, experience, qualifications, history of contract relations with the City of Pontiac, references if required, and pricing.
- 5.2 Preferential Consideration of Local Vendors
 - 5.2.1 The City may give preferential consideration when purchasing supplies, and/or services, through the competitive bidding process, to Oakland County residents, vendors and contractors whose property taxes directly support the City of Pontiac.
 - 5.2.2 Preferential consideration will only be given when all other factors used in determining lowest and best bidder are equal, and when the differential between the local and non-local vendor's bid price does not exceed 5% or \$1,000, whichever is less.
- 5.3 The City reserves the right to; award by item, groups of items or all items of the bid; to reject any or all bids received, in whole or in part, and to waive any technical defects, irregularities and omissions, if found to be in the best interest of the City of Pontiac.
- 5.4 The administration will submit to the City of Pontiac Commission, a recommendation of contract award based on the evaluation of the successful Bidder's proposal.

6. City Income Tax

- 6.1 Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:
 - 6.1.1 Pontiac resident employees regardless of where they work for the employer; and
 - 6.1.2 Non-resident employees for work performed in the City.
- 6.2 Contractor is also required to file Pontiac income tax returns reporting and paying income tax

on the net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

7. Choice of Law & Venue

- 7.1 Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Michigan.
- 7.2 Venue for any action, claim, dispute, or litigation relating in any to the contract shall be in Michigan County, Michigan.

8. Termination for Cause

- 8.1 The City of Pontiac may terminate the contract for default or any other just cause upon notice to the supplier.
- 8.2 The City of Pontiac may terminate the contract immediately, without notice to the supplier, when violations are found to be an impediment to the function of the City of Pontiac and/or detrimental to its cause or when conditions preclude notice.
- 8.3 If the Contract is terminated, the City shall be liable only for payment for products and/or services delivered and accepted.

9. Termination for Convenience

- 9.1 The City may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the best interest of the City of Pontiac. The City will deliver a Notice of Termination for Convenience to the supplier specifying the effective date of the Contract termination. The Contract termination shall be a minimum of 60 days from the date of the Notice of Termination for Convenience.
- 9.2 If the Contract is terminated, the City of Pontiac shall be liable only for payment for products and/or services delivered and accepted.

10. Compliance with Applicable Laws and City Ordinances

- 10.1 The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.
- 10.2 The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

11. Payment

- 11.1 All invoices submitted against the contract must be identify in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- 11.1.1 Contractor must submit invoices.
- 11.1.2 Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- 11.1.3 Contractor must submit price lists in accordance with bid requirements.
- 11.1.4 All invoices will be an original, include an invoice number, and have the date of issuance.
- 11.1.5 Invoices will prominently display the requisition or purchase order number, if applicable.
- 11.1.6 Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.
- 11.1.7 **Original** invoices **must** be submitted to the City of Pontiac via email to accountspayable@pontiac.mi.us.
- 11.1.8 Payment Terms – Net 30

12. Special Provisions

- 12.1 Any Specifications and/or Special Provisions set forth in a solicitation apply with the same force and affect as these General Bidding Terms and Conditions. However, conflicts or inconsistencies shall be resolved in favor of the Specifications and/or Special Provisions.

[Remainder of page intentionally left blank]

Scope of Service for Pontiac Arts Crawl

The Arts Crawl is a one-day event to take place on **Saturday, August 12, 2023** along Saginaw Street in downtown Pontiac, MI. The event will feature live music, art for sale by local artists, and food vendors.

Plan for event to be concentrated along Saginaw Street without large empty space between vendors (if necessary concentrate in one area of Saginaw)

Contact storefront owners/managers to locate potential space to utilize and secure contracts or agreements

Meet with business owners/managers along Saginaw to encourage participation, and keep them apprised of the plans for the event

Contact artists to set up along Saginaw and/or in available storefronts

Contact musicians to perform and secure contracts and w9s

Contact mobile/temporary food vendors to set up in a designated area on Saginaw Street and secure w9s and contracts if needed

Contact all other vendors for staging, lighting, sound systems, tents, porta johns, etc., and secure contracts or agreements and w9s for all

Coordinate PR with Communications Director at City Hall and manage additional promotion, advertising etc.

Contract with local Law Enforcement, Emergency Services and Private Security companies as needed

Contact and organize volunteers for set up, clean up

Organize and conduct meetings with all necessary parties

Coordinate with all vendors, volunteers, business/storefront owners/managers, City of Pontiac and Pontiac Arts Commission staff to ensure activities leading up to the event take place in a timely manner

Receive and submit all invoices to the City (with copies of contracts and w-9s included with the invoice) in a timely and organized manner to ensure payment as quickly as possible

Ensure that all vendors have appropriate permits, licensing and insurance.

Use contractor application

1) General Overview:

The City of Pontiac ("City") is requesting bid proposals for a Production Company/Event Coordinator for the Art Crawl. The Production Company is to handle the One-day event on Saturday, August 12, 2023 to take place along Saginaw Street in downtown Pontiac. The event will feature live music, art for sale by local artists, and food vendors.

Contractor will provide all **General Terms and Conditions:**

- a) **Billing and Payment:** Payments to the contractor are contingent upon service being satisfactory as certified by the City of Pontiac and Pontiac Arts Commission.
- b) **Modifications:** Any modifications or amendments to the contract shall be in writing and agreed to by both the Contractor and the City.

2) Specific Terms and Conditions

- a) **Scope of Service:** The contractor shall plan for the event to be concentrated along Saginaw St without large empty space between vendors (if necessary concentrate in one area of Saginaw)
 - i. Contact storefront owners to locate potential space to utilize and secure contracts or agreements with them
 - ii. Meet with business owners along Saginaw to encourage participation, and keep them apprised of the plans for the event.
 - iii. Contact artists to set up along Saginaw and/or in available storefronts.
 - iv. Contact musicians to perform and secure contracts and w9s.
 - v. Contact mobile/temporary food vendors to set up in a designated area on Saginaw Street and secure w9s and contracts if needed.
 - vi. Contact all other vendors for staging, lighting, sound systems, tents, porta johns, etc., and secure contracts or agreements and w9s for all.
 - vii. Coordinate PR with Communications Director at City Hall and manage additional promotion, advertising etc.
 - viii. Contract with local Law Enforcement and Private Security companies as needed.
 - ix. Contract and organize for set up and clean up either volunteers or hired waste company.
 - x. Organize and conduct meetings with all necessary parties
 - xi. Coordinate with all vendors, volunteers, business/storefront owners, City staff involved to ensure activities leading up to the event take place in a timely manner.
 - xii. Ensure that all vendors have appropriate permits, licensing and insurance.

b) Property Damage and Safety

- i) The Contractor will be responsible for any damage to buildings or grounds. Repair of damage to property of the CITY OF PONTIAC or property of members of the public because of negligence or intent by Contractor, Contractor's employee(s) or sub-contractors will be at Contractor's expense.

c) References and Experience

- i) The Contractor shall provide three local references of accounts similar in size and scope to the requirements of this solicitation. Include the business name, contact name, address, phone, and e-mail.
- ii) The Contractor shall state the number of years they have been in business and describe any unique relevant education or experience.

[Remainder of page intentionally left blank]

Attachment A

City of Pontiac- Bid Proposal
Production Company/Event Coordinator
For the Pontiac Art Crawl
(Submit with Bid Proposal)

FIRM/VENDOR: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL _____ TAX ID: _____

Mayor, Deputy Mayor, Purchasing Manager, and Members of City Council:

The undersigned, as the Bidder, declares that, before preparing this bid, has read carefully the requirements for bidders, specifications, and affidavits, and that is familiar with all provisions of the same. Said Bidder proposes and agrees that if the proposal is accepted, and will enter into a contract with the City of Pontiac after acceptance of this proposal by City Council.

Bid Proposal: Provide all labor, materials, tools, supervision, etc. necessary to provide services as described in the specifications herein for the prices stated on Pricing Schedules A & B.

The undersigned, of lawful age, being first duly sworn upon oath deposes and says: that (s)he has the lawful authority to execute the within and foregoing proposal; and that (s)he has executed the same by subscribing his/her name hereto under oath for and in behalf of said Bidder.

Subscribed and sworn to Before Me

This _____ day of _____ 2022

Signed By: _____

Notary Public

Print Name: _____

Title: _____

Commission Expires: _____

Date: _____

Attachment B

CITY OF PONTIAC
AFFIDAVIT FOR FILING WITH A COMPETITIVE BID
(Submit with Bid Proposal)

State of _____

County of _____

_____, of lawful age, being first duly sworn, on oath says that as the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to restrain from bidding; or with any official or employee of the Metropolitan City of Pontiac Commission of Michigan County as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidder and any official or employee of the Metropolitan City of Pontiac Commission of Michigan County concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant is advised that under the Michigan State Law:

No person, firm, or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption of sales to the state or to any of its political subdivisions, may make sale of real or personal property to the state or any political subdivision thereof.

Affiant further states that they have not been convicted of or pleaded guilty to any such violation

Subscribed and sworn to Before Me

This _____ day of _____ 2022

Signed By: _____

Notary Public

Print Name: _____

Commission Expires: _____

Title: _____

Date: _____

Attachment C

Qualifications and Experience

(Submit with Bid Proposal)

1. Number of years in business:_____ If not under present firm name, list previous firm names:

2. Describe any relevant education completed such as degrees, associate degrees, or coursework in Event Management, or similar field. Include institution and dates degree or certification was earned:

References

(Submit with Bid Proposal)

COMPANY NAME _____

ADDRESS _____

CONTACT _____ PHONE _____ EMAIL _____

COMMENTS _____

COMPANY NAME _____

ADDRESS _____

CONTACT _____ PHONE _____ EMAIL _____

COMMENTS _____

COMPANY NAME _____

ADDRESS _____

CONTACT _____ PHONE _____ EMAIL _____

COMMENTS _____

Bid Checklist

	1. Bid is in a sealed envelope with the bid opening date, the bid identified and name of the bidder on the envelope.
	2. Includes an executed Affidavit for Filing with a Competitive Bid.
	3. Includes proof of insurance.
	4. Includes a W-9.
	5. Includes qualifications and experience.
	6. Includes references.
	7. Includes copies of licenses.
	8. Includes bid proposal that accurately totals and subtotals.

Exhibit B



Production Company/Event Coordinator
for the Pontiac Art Crawl
Saturday, July 29, 2023

**Request for Quotes
Solicitation No. 23-699-005**

Deadline for Bids Submission & Public Opening
Monday, May 15, 2023, at 2:00 pm EST
(submission deadline)
Public Opening will occur at 2:30 pm EST
City Hall – Lions’ Den – 1 st Floor
47450 Woodward Ave. Pontiac, MI 48342

Prepared by

The MAJOR Group, LLC
33717 Woodward Avenue
Suite 331
Birmingham, MI 48009
1-800-FILM-911

Attachment A
City of Pontiac- Bid Proposal
Production Company/Event Coordinator
For the Pontiac Art Crawl
(Submit with Bid Proposal)

FIRM/VENDOR The MAJOR Group, LLC

ADDRESS 33717 Woodward Avenue, Suite 331 Birmingham, MI 48009

TELEPHONE 248-613-6322

E-MAIL EMajor@theMAJORgroup.com

TAX ID 35-2421924

Mayor, Deputy Mayor, Purchasing Manager, and Members of City Council.


The undersigned, as the Bidder, declares that, before preparing this bid, has read carefully the requirements for bidders, specifications, and affidavits, and that is familiar with all provisions of the same. Said Bidder proposes and agrees that if the proposal is accepted, and will enter into a contract with the City of Pontiac after acceptance of this proposal by City Council.


Bid Proposal: Provide of labor, materials, tools, supervision, etc. necessary to provide services as described in the specifications herein for the prices stated on Pricing Schedule A & B.

The undersigned, of lawful age, being first duly sworn upon oath deposes and says that (s)he has the lawful authority to execute the within and foregoing proposal and that (s)he has executed the same by subscribing his/her name hereto under oath for and in behalf of said Bidder.

Subscribed and sworn to before Me

This 27 day of April, 2023

Signed By: 

Notary Public: 

Print Name: Brian Major

Title: Executive Producer

Commission Expires: July 25, 2024

Date: April 17, 2023

NICHOLAS NIED
Notary Public, State of Michigan
County of Westland, MI
My Commission Expires 07-25-2024
Working in the County of Westland

CITY OF PONTIAC
AFFIDAVIT FOR FILING WITH A COMPETITIVE BID
(Submit with Bid Proposal)

State of Michigan

County of Oakland

Brian Major | The MAJOR Group, of lawful age, being first duly sworn, on oath says that as the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to restrain from bidding; or with any official or employee of the Metropolitan City of Pontiac Commission of Michigan County as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidder and any official or employee of the Metropolitan City of Pontiac Commission of Michigan County concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant is advised that under the Michigan State Law:

No person, firm, or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption of sales to the state or to any of its political subdivisions, may make sale of real or personal property to the state or any political subdivision thereof.

Affiant further states that they have not been convicted of or pleaded guilty to any such violation

Subscribed and sworn to Before Me
This 27 day of April, 2023

Signed By: [Signature]

[Signature]
Notary Public

Print Name: Brian Major

Title: Executive Producer

Commission Expires: July 25 2024

Date: April 17, 2023

NICHOLAS NIED
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 07-25-2024
Setting In the County of Oakland



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

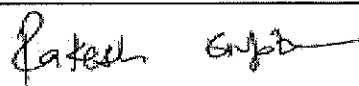
PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company 10391 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED The Major Group LLC 33717 Woodward Ave Ste 331 Birmingham, MI 48009		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			N9BP845009	01/16/2023	01/16/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Included
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613	
E-MAIL ADDRESS: salessupport@biberk.com			
PRODUCER CUSTOMER ID:			
INSURED The Major Group LLC 33717 Woodward Ave Ste 331 Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkshire Hathaway Direct Insurance Compa		541611
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

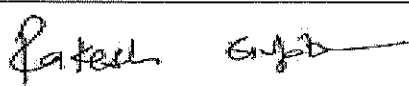
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Location: 3990 W Walton Blvd Waterford, MI 48329-4288
 Bldg #001: Consultants - All Other - 4167702

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
X	PROPERTY	N9BP845009	01/16/2023	01/16/2024	BUILDING	\$ 0		
	CAUSES OF LOSS						PERSONAL PROPERTY	\$ 22,032
	BASIC						BUSINESS INCOME	\$ *
	BROAD						EXTRA EXPENSE	\$ *
X	SPECIAL						RENTAL VALUE	\$
	EARTHQUAKE						BLANKET BUILDING	\$ n/a
	WIND						BLANKET PERS PROP	\$ n/a
	FLOOD						BLANKET BLDG & PP	\$ n/a
					\$			
					\$			
	INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS					\$		
	NAMED PERILS	POLICY NUMBER				\$		
						\$		
	CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$		
						\$		
						\$		
						\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biBERK.com	FAX (A/C, No): 203-654-3613
	INSURER(S) AFFORDING COVERAGE	
INSURED The Major Group LLC 33717 Woodward Ave Ste 331 Birmingham, MI 48009	INSURER A: Berkshire Hathaway Direct Insurance Company	NAIC # 10391
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL991508	01/13/2023	01/13/2024	Per Occurrence/ Aggregate \$1,000,000/ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No., Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company 10391 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED The MAJOR Group 33717 Woodward Ave Suite 331 Birmingham, MI 48009	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

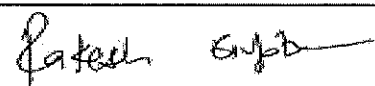
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A			N9WC991501	01/13/2023	01/13/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:
Brian Major;

CERTIFICATE HOLDER **CANCELLATION**

City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
The MAJOR Group, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
33717 Woodward Ave, Suite 331

6 City, state, and ZIP code
Birmingham, MI 48009

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

*Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.*

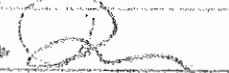
Social security number								
			-				-	
OR								
Employer identification number								
3	5		-	2	4	2	1	9 2 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person  Date **4/17/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- * Form 1099-INT (interest earned or paid)
- * Form 1099-DIV (dividends, including those from stocks or mutual funds)
- * Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- * Form 1099-S (proceeds from real estate transactions)
- * Form 1099-K (merchant card and third party network transactions)
- * Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- * Form 1099-C (canceled debt)
- * Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*

Qualifications and Experience
(Submit with Bid Proposal)

1. Number of years in business: 12 If not under present firm name, list previous firm names:

2. Describe any relevant education completed such as degrees, associate degrees, or coursework in Event Management, or similar field. Include institution and dates degree or certifications:

Over 40 years experience in every aspect of the event business.

Arts, Beats & Eats since it's inception in 1997

South Lyon Pumpkin Fest since 2014

Orion.Events since 2021

TMG awarded 3 year contract to produce Huron Clinton Metroparks Summer Concert Series

The Art as Healing Foundation has produced several art fairs and exhibitions

Exhibitor One Stop is the go-to resource for matching events and vendors.

Activate Windows
Go to Settings to activate Windows.

Attachment D

References

(Submit with Bid Proposal)

COMPANY NAME Arts Beats & Eats | Jon Witz Associates

ADDRESS 301 W 4th St Ste 440, Royal Oak, MI 48067

CONTACT Jon Witz PHONE 248-225-1212 EMAIL Jon@artsbeatseats.com

COMMENTS For the past 25 years, I have played an integral part of Arts, Beats, & Eats, Oakland County's largest and most successful family festival, primarily as Stage Manager. I have also assisted with the technical production and talent buying. As a result of this association, I have worked directly with well over 1000 performing artists across virtually every musical genre!

COMPANY NAME Orion. Events

ADDRESS 3079 S Baldwin Rd Suite 148

CONTACT John Carson PHONE 248-842-1208 EMAIL John@orion.Events

COMMENTS For the past 25 years, I have been an integral part of Arts, Beats, & Eats, Oakland County's largest and most successful family festival, primarily as Stage Manager. I have also assisted with the technical production and talent buying. As a result of this association, I have worked directly with well over 1000 performing artists across virtually every musical genre!

COMPANY NAME South Lyon Pumpkin Fest

ADDRESS PO BOX: 696, South Lyon, MI 48178

CONTACT Scott Black PHONE 248-207-2035 EMAIL scottblack87@hotmail.com

COMMENTS In 2014, the MAJOR Group began its current tenure with the South Lyon Pumpkin Fest as Director of Entertainment. In addition to programming, the MAJOR Group books the headline talent, provides the main stage, the sound, lighting, and stage management. We procured Faygo and Kroger as festival sponsors in 2015.

THE MAJOR GROUP, LLC

33717 WOODWARD AVENUE, SUITE 331 © BIRMINGHAM, MI 48009 © 800-345-6911 © FAX 248-792-9730

LETTER OF TRANSMITTAL

May 15, 2023

RFQ 23-699-005

Arts Crawl
City of Pontiac

This proposal shall remain in effect for no less than Sixty (60) days from date of receipt.

Experience and Qualifications

Welcome to the MAJOR Group, LLC, a professional event architecture, planning and solution consultancy. Our offices are located at 33717 Woodward Avenue, Suite 331, Birmingham, MI 48009. Your point of contact will be Brian Major, Executive Producer and Pontiac resident.

The MAJOR Group began in 1990 to produce a series of concerts for the legendary Stroh Breweries. It quickly evolved into a full service, one-stop resource dedicated to defining client expectations, designing solutions and delivering cost-effective, measurable results. These are tasks we undertake with the utmost diligence and sincerity as we shepherd your ideas, dreams and visions from concept through completion.

In 2011, the MAJOR Group became a Michigan Domestic Limited Liability Company. We currently operate with one full-time employee, Brian Major and 3 part time employees: Kevin Gillespie, Shubert Sheena and Bhavana Sinh. All services provided for the purpose of this proposal are contained in-house. The MAJOR Group also maintains an extensive network of independent contractors available to augment the staffing of any event when necessary.

For Art Crawl, the MAJOR Group will be enhancing our team with the following experts:

- Karen Stetz, Executive Director of Art as Healing Foundation, a 501(c)3 arts non-profit. Their mission is to share unique artistic voices with the greater community, helping to heal inequity and build a more diverse creative marketplace. The Art as Healing Foundation has produced several art fairs and exhibitions, including Grosse Pointe Art Fair, Saint Mary's Orchard Lake Art Fair, Art in the Castle, and several others.
- Karen Jorgensen, Pontiac's Queen of Downtown, and long-time presenter and patron of the arts. Karen's credentials and contributions are well documented.
- Bart Loeb, owner of Exhibitor One Stop, and an experienced event producer with over 2500 shows to his credit. Exhibitor One Stop is the go-to resource for matching events and vendors. His clients include Arts, Beats & Eats, the Ann Arbor Art Fair, Motor City Irish Fest, and the Wyandotte Street Art Fair to name but a few.

Brian Major, Executive Producer, will be the primary point of contact for the Art Crawl. His direct contact by phone is 248-613-8322, and via e-mail: BMajor@theMAJORgroup.com.

Mr. Major has over 40 years' experience as a professional entertainment producer. For the past 2 years, Mr. Major has served as the executive Producer for Orion.Events, concert producers in Orion Township for the Wildwood Amphitheater and the Fire Bowl at Camp Agawam. In addition to promoting 35+ concerts in 2021 and 2022, Mr. Major also served as talent buyer/coordinator as well as technical producer and stage manager. Attendance in 2022 showed a 300% increase over the inaugural 2021 season. **Contact: John Carson – John@Orion.Events - 248-842-1208**

For the past 25 years, Mr. Major has also been an integral part of Arts, Beats, & Eats, Oakland County's largest and most successful family festival, primarily as Stage Manager. Mr. Major has also assisted with the technical production and talent buying. As a result of this association, Mr. Major has worked directly with well over 1000 performing artists across virtually every musical genre! **Contact: Jon Witz – Jon@artsbeatseats.com - 248-225-1212**

Since 2014, the MAJOR Group began its current tenure with the South Lyon Pumpkin Fest as Director of Entertainment. In addition to programming, the MAJOR Group books the headline talent, provides the main stage, the sound, lighting, and stage management. We procured Faygo and Kroger as festival sponsors in 2015. **Contact: Scott Black - scottblack87@hotmail.com - 248-207-2035**

Understanding of the Scope of Work

As requested in this RFP, the City of Pontiac seeks a turn-key production company/event coordinator for the Art Crawl in August. The MAJOR Group will begin by providing a timeline for Deliverables. Our proven track record of curating live events is unparalleled.

During the lead up to the start of the Art Crawl, The MAJOR Group will assist in procuring artists along with sponsors and vendors to augment the budget and enhance the attendee experience.

The MAJOR Group will also work with the stakeholders and the City of Pontiac to create additional visibility for the performances at both venues by engaging not only social media, but radio, television and print resources to increase the potential for an even greater audience.

Methodology, and Approach

During the lead-up to the Art Crawl, the MAJOR Group will manage the logistics of the event:

- Contact storefront owners to locate potential space to utilize and secure contracts or agreements with them.
- Meet with business owners along Saginaw to encourage participation, and keep them apprised of the plans for the event.
- Contact artists to set up along Saginaw and/or in available storefronts.
- Contact musicians to perform and secure contracts and w9s.
- Contact mobile/temporary food vendors to set up in a designated area on Saginaw Street and secure w9s and contracts

- Contact all other vendors for staging, lighting, sound systems, tents, porta johns, etc., and secure contracts or agreements and w9s
- Coordinate PR with Communications Director at City Hall and manage additional promotion, advertising etc.
- Contract with local Law Enforcement and Private Security companies as needed.
- Contract and organize for set up and clean up.
- Coordinate with all vendors, volunteers, business/storefront owners, City staff involved to ensure activities leading up to the event take place in a timely manner
- Ensure that all vendors have appropriate permits, licensing and insurance.

The MAJOR Group is a very "hands-on" partner - we want these events to be perfect. We will meet regularly with the stakeholders as time permits. We will want to start as soon as possible by reviewing the 2022 event and ascertain what worked, what didn't, and why. Involving the major stakeholders at the onset is crucial. We must do whatever is necessary to achieve a successful outcome

When a face to face meeting is not feasible, phone calls will have to suffice. Both the meetings and phone conversations will be memorialized via email to avoid any potential for miscommunication.

As mentioned above, the MAJOR Group will start our relationship with a timeline of deliverables. Simultaneously, the MAJOR Group will work with the stakeholders and the City of Pontiac to create additional visibility for the event to increase the attendance potential.

On the day of Art Crawl, the MAJOR Group will work together with the stakeholders and the City of Pontiac to present a professional experience to the event attendees. Together we will plan our work and then work our plan!

Having done these type of events for over 30 years, promoting is second nature to the MAJOR Group. The City of Pontiac has had great success doing Art Crawl before we came along. Once we've had a chance to review prior strategy with all of the stakeholders, we can suggest ways to enhance the outreach beyond just the website, social media and traditional marketing.

The MAJOR Group will approach this project like it is ours alone, no detail will be overlooked, no expense (within reason) spared! Once the City of Pontiac's expectations have been properly defined, we will design and curate an Art Crawl that will deliver a first-class experience for the attendees.

Once the contract is awarded, the event process will begin immediately. A meeting with all of the stakeholders must take place as soon as possible, at which time we will review the past events along with marketing and promotion strategies to find out what worked, what didn't, and why. We will then undertake the final curating of the Art Crawl. The final line-up will be ready to announce by July 1st. With Art Crawl scheduled for August 12th, we need to hit the ground running!

At the same time, we must also begin outreach to artists, sponsors & vendors. With the assistance of the City of Pontiac, it is our belief that at least one or two "major" sponsors can be secured. This will certainly enhance the overall impact of the Art Crawl.

The MAJOR Group would like to close by saying that Art Crawl is a monumental undertaking. Many of your proposers with great artist relationships may not possess the technical expertise to produce events. Many of your proposers may have great event credentials, but usually fall short on relationships with artists. The MAJOR Group offers the full package – extensive relationships with artists, technical expertise, and, as our credentials indicate, a thorough understanding of the time constraints and rigors of an event of this magnitude.

On behalf of the MAJOR Group, we thank you for your time and valuable consideration, and look forward to working with you!

Event Budget

The MAJOR Group estimates the cost of producing the Art Crawl to be \$34,950. A detailed breakdown follows.

ART CRAWL Budget - 2023

	Proposed			Actual
Talent				
Headliner	\$ 3,500.00		11am-9pm	
support #1	\$ 1,500.00		Local & Regional Talent	
support #2	\$ 1,000.00		Local & Regional Talent	
support #3	\$ 750.00		Local & Regional Talent	
support #4	\$ 500.00		Local & Regional Talent	
total	\$ 7,250.00	\$7,250.00		
Production				
Sound	\$ 1,200.00		Concert Sound PA	
Lights	\$ 500.00		2 tops + 2 subs per side	
Production/staging	\$ 2,250.00		Small pkg for fill/effect	
total	\$ 3,950.00	\$3,750.00	24' w X 16' d X 3' h with roof	
		\$11,000.00		
Venue/Local Crew				
Clean Up	\$ 900.00		Includes small dumpster	
Stage Hands (4 @ 250 per)	\$ 1,000.00		Stage & Event set-up	
Security (10 @ \$250 per)	\$ 2,500.00		T-shirt Security	
total	\$ 4,300.00	\$4,300.00		
		\$15,300.00		
Transportation/Lodging/Food				
Catering	\$ 500.00		Water, Ice & Snacks	
total	\$ 500.00	\$500.00		
		\$15,800.00		
Venue Staff				
Event Coordinator	\$ 2,500.00		Pre-event & onsite	
Vendor Coordinator	\$ 1,000.00		Pre-event & onsite	
Support/Logistics	\$ 1,500.00		Additional Event staff	
total	\$ 5,000.00	\$5,000.00		
		\$20,800.00		
Miscellaneous				
Insurance	\$ 1,500.00		Got ya covered	
Generator	\$ 1,250.00		Guaranteed electric service	
Rental Equipment	\$ 2,500.00		Tables, tents, chairs, etc	
Porta Jons	\$ 3,500.00		Regular & Handicap units	
Generators permit	\$ 150.00		Per city ordinance	
total	\$ 8,900.00	\$8,900.00		
		\$29,700.00		
Advertising/Marketing/Promotion				
Radio	\$ 2,500.00		Small buy on Audacy (CBS)	
On-Line	\$ 500.00		Facebook & Social Media	
PR/Publicity	\$ 1,500.00		Press releases	
Posters/Flyers	\$ 500.00		Printing & Graphics	
Street team	\$ 250.00		Poster & Flyer distribution	
total	\$ 5,250.00	\$5,250.00		
TOTAL EXPENSES		\$34,950.00	BID TOTAL	

THE MAJOR GROUP, LLC

OUR MISSION IS TO HELP END HUMAN SUFFERING IN THE WORLD AS IT RELATES TO ENTERTAINMENT

Welcome to The MAJOR Group, LLC, an event/experiential architecture, planning and solution consultancy headquartered in the Motor City! The MAJOR Group was formed in 1990 to produce a series of concerts for the legendary Stroh Breweries, and quickly evolved into a full service, one-stop resource focused on defining client expectations, designing solutions and delivering cost-effective, measurable results! These tasks are undertaken with the utmost diligence and sincerity, as we shepherd your ideas, dreams and visions from concept through completion!

The MAJOR Group is your company's secret weapon, providing whatever may be missing from your team, your pitch, your project or your strategy. We offer a mix of youthful perspectives, leading edge tactics and proven strategies for any situation. We become a seamless and transparent extension of your business, ready to work as partners in the background, or serve as your expert consultants during client meetings. Our network of seasoned veterans and fresh new faces gives you access to our deep roster of talent with a wide range of skills, capabilities and experiences.

Among the many services we provide include, but are not limited to:

- **TALENT** – Local, National & International Artists, Entertainers & Brand Ambassadors
- **TALENT MANAGEMENT** – Negotiation, Acquisition, Liaison & Direction
- **PRODUCTION** - Sound, Lighting, Staging, Crew, Generators, Stage & Production Management
- **EVENT COORDINATION** - Staffing, Budgeting, Management, Signage & Programming
- **EVENT LOGISTICS** - Site/Venue Acquisition & Mgmt., Housing, Permits, Licensing & Insurance
- **SPONSORSHIP** - Acquisition, Coordination, Fulfillment & Leveraging
- **VENDORS** - Acquisition, Coordination & Management
- **MARKETING** - P.R., Publicity, Promotion, Visibility, QR Codes, Text Messaging & Branding
- **ADVERTISING** - Strategy, Placement, Graphic Design, Posters & Flyers.
- **INTERNET** - Social Media, On-line Presence, Mobile Marketing, Web Design & Maintenance
- **SECURITY** - Staffing, Executive Protection, Metal Detectors, Fencing, Wrist Bands & Laminates
- **TICKETING** - Ticket Master, Event Brite, Brown Paper Tickets, Star Tickets & Neptix
- **HOSPITALITY** - Valet, Tents, Tables, Chairs, Linens, Heating & AC
- **CATERING** - Food & Beverage, Concessions, Food Trucks, Bar Service, Servers, & Ice Service
- **DECOR** - VIP Furniture, Red Carpet, Up-lighting, Ice Sculptures, Florals, Pipe & Drape
- **AMENITIES** - Communication, Sanitation, Maintenance & Event Attire
- **IMAGE PROJECTION** - Laser Spectaculars, Video Projection & Outdoor Movie Screens
- **IMAGE CAPTURE** - Photography, Videography, Photo Booths & Live Event Web-streaming
- **TRANSPORTATION** - Limousines, Autos, Trucks, Busses, Golf Carts & Aircraft
- **SPECIAL EFFECTS** - Fireworks Displays, Laser Spectaculars, Gobos & Digital Mapping

The MAJOR Group's success is a result of several key core philosophies and strengths:

1. **PROGRAMMING THAT IS FAMILY-FRIENDLY**, and offers something for everyone. No matter the event, we strive to insure that all elements relate to every member of your community. While adults have a great time, and represent 80% of the attendees, family-friendly programming sets the tone, providing a positive image that prevents incidents. The MAJOR Group has had no major incidents, injuries or claims during event hours. This track record is comforting to our stakeholders, as well as the insurance carriers.
2. **EXPERIENCED OPERATIONS STAFF** that includes Brian Major, who has been involved in hundreds of festivals and events over the last twenty-plus years, along with our other key team members.
3. **PARTNER CREATIVITY** is essential to The MAJOR Group's core. We work closely with our corporate partners and stakeholders to ensure optimum activation. Our "Collaborative Energy" tends to be contagious!
4. **COST EFFICIENCY**. As the producer of multiple events, The MAJOR Group has constructed a network of top local and regional vendors that provide a high-er level of services at a low-er cost.

5. **VERSATILITY.** The MAJOR Group has expertise in all areas of event production including corporate partner sales and activations, operations, technical production, marketing and public relations. While subcontractors may be used in some of these areas, The MAJOR Group is hands-on throughout the process with the specific knowledge to manage all aspects of the event.
6. **FLEXIBILITY WITH CLIENTS AND OFFICIALS.** The MAJOR Group has worked as a producer, or as hired management, with the same great results. Not afraid to take risks and not looking for credit, The MAJOR Group has functioned well with its core event partners and clients.
7. **PARTNERSHIP SALES, CONSULTING and RELATIONSHIP MANAGEMENT.** The MAJOR Group will sell, or support sales efforts, for event partnerships including the development of sponsorship packages, contracts, fulfillment and activation support.
8. **MEDIA PARTNERSHIP DEVELOPMENT.** The MAJOR Group will provide consulting related to media partnerships and organize the required support to promote the event effectively.
9. **MARKETING PLAN.** The MAJOR Group will provide a marketing plan that coordinates all media partners, timing of promotional ads, and other marketing mediums including website presentation.

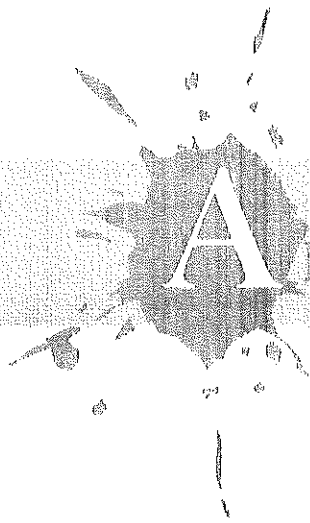
A partial list of our clients:

- Ally Challenge Golf Tournament
- Arts, Beats & Eats
- Art Van
- Blue Water Festival
- Dream Cruise
- Hot Wheels/Cool Nights
- Motor City Muscle
- River Days
- South Lyon Pumpkin Fest
- Wildwood Amphitheater
- Winter Blast
- International Offshores (Detroit & Port Huron)
- NCAA Final Four
- NHL Winter Classic
- CBS (Audacy) Radio
- iHeart Radio
- AEG
- Live Nation
- Detroit Bike Week
- The Downtown Hoedown
- Cobo Hall
- Joe Louis Arena
- The Crofoot Ballroom
- The Fillmore
- The Pontiac Silverdome
- Royal Oak Music Theater
- Bells Brewery
- Stroh Brewery
- Dancing With The Stars
- Dick Wagner "R.T.C." Fund
- National Singing Star.com
- Stars Guitars.org
- Fiat/Chrysler
- Hyundai
- Lexus
- Toyota
- Jeep
- Honda/ Acura
- Metro Times
- Michigan Municipal League
- Orion Township
- The City of Allen Park
- The City of Pontiac
- The City of Port Huron
- The City of South Lyon
- Westland Mall
- Bayview Yacht Club
- Detroit Yacht Club
- Club 54
- Danny J's
- Tequila Cowboy
- Toby Keith's I Love This Bar

Our professional affiliations include Michigan Association of Fairs & Exhibitions, Michigan Fairs & Festivals, International Entertainment Buyers Association, Showman's League of America, the N.A.A.C.P., and the Academy of Country Music.

The MAJOR Advantage is what our clients appreciate - unbiased answers and creative solutions to often complex problems. They find comfort in the fact that it all comes with just one call to The MAJOR Group. Word of mouth has been our best advertisement -- we are celebrating our 32nd year in business. Call us today at 1-800-FILM-911 to find out why our reward for work well done continues to be the opportunity to do more!

*There are only 2 things standing between your event and a MAJOR Production...
the first is your desire and the second is contacting us!*



ART AS HEALING



April 22, 2022

Hello Brian,

Thank you for reaching out to us about the Pontiac Arts Crawl. Our organization, Art As Healing Foundation, is a 501(c)3 arts nonprofit. Our mission is to share unique artistic voices with the greater community helping to heal inequity and build a more diverse creative marketplace. Art As Healing Foundation has produced several art fairs and exhibitions, including Grosse Pointe Art Fair, St Mary's Orchard Lake Art Fair, Art in the Castle, and several others.

For the 2023 Pontiac Arts Crawl, we would reach out to local artists and arts organizations to participate in the outdoor event. Also, we will be contacting artists in the greater metro-Detroit area and beyond to solicit their participation. Artists would set up their own tents and display their artwork to be for sale. Some artists may demonstrate their craft.

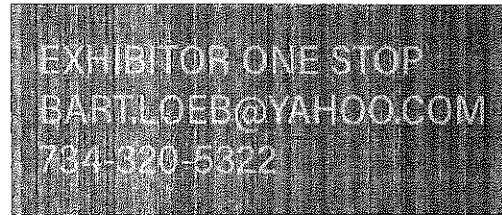
We would like to have an interactive children's art area. Something where kids could draw or paint and engage in creating artwork. Children are natural creators and encouraging their imagination in the arts is a great way to inspire future generations of artists and creators.

Our crew is experienced in guiding the set-up and take down of art events. As a general guideline, artists need about four hours to set-up and two and a half hours to tear down their booths. The artists are responsible for all their own set-up and take down, our crew is there to make sure they are in the proper space and assist with any problems that may arise. During the event, our crew checks in on the artists and make sure everything is running as smoothly as possible.

Please contact me with any questions. I can be reached at the above email or my mobile number, 734-476-1772.

Warm Regards,

Kary Stetz
Executive Director



Hello Brian,

Thank you for reaching out to Exhibitor One Stop about the Art Crawl 2023. Exhibitor One Stop matches shows to vendors and vendors to shows. We have an extensive list of vendors and shows that we have partnered with over the past twelve years, including, Arts Beats & Eats, the Ann Arbor Art Fair (State Street), MotorCity Irish Fest, Festa Italiana, Wyandotte Street Art Fair, and many, many more. Our vendors include food trucks and trailers, small retailers as well as large commercial home improvement companies.

Our crew is experienced and helps with the set-up and load-out of the vendors. Each vendor is responsible for their own tent, truck/trailer, and equipment that they need for the show. The crew is there to help guide them to their space at set-up and handle any issues that may arise. At load-out, the crew helps establish an orderly break-down of the vendor area of the event.

For a brief summary of my experience with shows, I have produced over 2,500 shows over the past three decades on a national scale which mainly dealt with retail vendors. During the past twelve years, I have worked with several local art fairs, street fairs, and music festivals gathering vendors and sponsors for their events.

If you have any questions, please contact me at the above listed email or phone number. Looking forward to working with you.

Regards,

A handwritten signature in black ink, appearing to be "Bart Loeb". The signature is written in a cursive style and is positioned above the printed name and title.

Bart Loeb
Owner

Karen Jorgensen, OTR, CCM, CEAC, CAPS

35 N. Saginaw, Pontiac, MI 48342
Email: KarenJorgensenAssoc@hotmail.com
FAX: 248.745.1004 * TEL: 248.644.2110

BIOGRAPHY OF ACHIEVEMENTS

April 16, 2021

- Bachelor of Science from Eastern Michigan University majored in Occupational Therapy, 1983
- Karen Jorgensen and Associates-Owner of Medical Case Management Company, since 1990
- Certified in Medical Case Management, since 1993
- Certified in Environmental Access Design, since 2001
- Certified Aging in Place Specialist, since 2009

LEADERSHIP/BOARD VOLUNTEER POSITIONS:

- Art Revival of Pontiac 2010-2011, Vice Chair
- Board Director, Pontiac Downtown Business Association/Main Street Pontiac, 2015 – 2018
- Co-Chair, Canvas Pontiac/DIA, 2012 –2018, Coordinated the downtown Pontiac art program and events, 2012 – 2014
- Co-Chair, Pontiac Downtown Business Association, Promotions, Coordinating promotion and volunteer programming for downtown Pontiac, 2012 – 2017
- Sheriff Michael Bouchard- worked together in 2012 to create a program to significantly reduce crime in downtown Pontiac
- Worked with the City officials in 2012 to reestablish safety by repairing 165 malfunctioning street lights throughout Downtown Pontiac
- Holiday Extravaganza Parade-Volunteered on Committees from 2009-2018
- Pontiac Performance Art Program-co-founder implemented in 2020 to present
- Committee member of the Art Crawl – 2018 and 2019
- Pontiac's Little Art Theatre-co owner opened in March of 2018 (www.ThePLAT.org)
- Green Room Café- co-owner since February 2020 (www.theGreenRoomCafePontiac.com) (Prepared boxed meals for first responders and hospital employees for many months during COVID, kept doors open during the entire pandemic to service the neighboring tenants and emergency personal.
- Restored three historic buildings (abandoned for several decades) 33, 35, and 47 N. Saginaw Street

AWARDS:

- Pontiac Downtown Business Association 2013 Outstanding Achievement-Art Awakening Initiative
- Oakland County Board of Commissioners- Certificate of Recognition for Holiday Extravaganza Parade, January 14, 2014
- Oakland County Michigan-Pontiac Downtown Business Association Main Street -Outstanding Promotion of the Arts 2014

- Pontiac Downtown Business Association -Certificate of Appreciation for Canvas Pontiac December 17, 2014
- Oakland County Michigan Main Street-Outstanding Building Investment 2015
- Detroit Institute of Arts (DIA) January 7, 2015-Outstanding Community Art Program
- Oakland University May 28, 2016 "Grizz Night Event"
- Andy E. Meisner, Oakland County Treasurer- Recognition of Pontiac's Little Art Theatre, May 17, 2016
- Oakland County Board of Commissioners honoring Pontiac's Little Art Theatre Michael J. Gingell, May 18, 2016
- Main Street Pontiac Certificate of Appreciation for Pontiac's Little Art Theatre, May 18, 2016
- Certificate of Achievement, July 12, 2017-Randolph R. Carter, City Councilman, District 4
- Oakland County, Michigan May 11, 2017 "Out in the Open Canvas Pontiac"
- The Oakland County Sheriff's Office-Michael J. Bouchard, Oakland County Sheriff, Special Tribute in honor of Pontiac's Little Art Theatre, March 18, 2018
- Paul Harris Fellow, the Rotary Foundation 2019

2021-2023

- Took full responsibility of PLAT and GRC
- Produced and managed multiple sold out shows
 - Alexander Zoujic - 3 times
 - Quincy Stewart
 - Mark Stone's World Music
 - Straight Ahead
 - Cranedance Documentary
- Cultivated strong relationship with Oakland University, which lead to many shows
 - Twelfth Night
 - Love & Information
 - Global Jam Nights - Once a month/January - May 2023
 - Several Student ensemble concerts
- Additional Shows
 - Matt Bastardson
 - Boblo Boat Documentary
 - Comedy

My nickname is "the Queen of Downtown" due to my ability to get things done. I have brought business owners together to create "win-win" situations.

As an entrepreneur and business owner of a case management company, small performance art theatre, boutique café, and landlord of two buildings, I have an extensive background in successfully managing various businesses. I am strongly invested in actively ensuring the rebound of Pontiac into an impressive City again.

I always appreciate working together with those who understand the value of giving back to the community in every way possible. Please don't hesitate to contact me at 248.644.2110 if you require any additional information.



47450 Woodward Ave., Pontiac, MI 48342 – E-mail – Purchasing@pontiac.mi.us

**Art Crawl Production Company Event Coordinator
Addendum No. 1**

April 17, 2023

Dear Bidders:

RE: Solicitation No. 23-699-005 –Event Coordinator for the Art Crawl. RFQ

The corrected Milestone Schedule for the Art Crawl Production Company Event Coordinator RFQ is below.

- Milestone Schedule** – Changes to Deadline for Bid Submission & Public Opening, Notice of Intent to Award, Present to City Council for approval, Notice to Award.

Solicitation Process Milestone Schedule	
Solicitation Posted	Tuesday, April 4, 2023
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required
Deadline to Submit Questions via BidNet	Friday, April 28, 2023, at 5:00 pm EST
Deadline to Respond to Questions via BidNet	Wednesday, May 3, 2023, at 5:00 pm EST
Deadline for Bids Submission & Public Opening	Monday, May 15, 2023, at 2:00 pm EST (submission deadline) Public Opening will occur at 2:30 pm EST City Hall – Lions’ Den – 1 st Floor 47450 Woodward Ave. Pontiac, MI 48342
Notice of Intent to Award – Posted to BidNet	The Week of May 15, 2023
Present to City Council for approval	Tuesday, May 23, 2023
Notice of Award – Posted to BidNet	By Wednesday, May 24, 2023, at 2:00 pm EST

Feel free to email purchasing@pontiac.mi.us if there are any questions regarding this Addendum.

John Marsh

John Marsh
Purchasing Assistant

Production Company/Event Coordinator for the Art Crawl

For

Solicitation No. 23-699-005

Monday May 15, 2023, 2:30 PM, Lions' Den



Name	John Marsh
Company Representing	CITY of PONTIAC
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	JMARSH@PONTIAC.MI.US

Name	Mary Castro
Company Representing	City of Pontiac
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	mcastro@pontiac.mi.us

Name	
Company Representing	
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	

Name	
Company Representing	
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	



FINANCE DEPARTMENT, PURCHASING DIVISION

47450 Woodward Ave., Pontiac, MI 48342 • P: (248) 758-3120 • E: purchasing@pontiac.mi.us

May 22, 2023

Brian Major
The Major Group
33717 Woodward Ave.
Suite 331
Birmingham, MI 48009

Dear Mr. Major:

**Re: Bid Award for Production Company/Event Coordinator for the Art Crawl, RFQ,
Sol. No. 23-699-005**

The City of Pontiac has considered The Major Group proposal submitted on April 28, 2023 in response to the City's Production Company/Event Coordinator for the Art Crawl Request for Quote.

YOU ARE HEREBY NOTIFIED that your firm is awarded the bid and accepts the following proposed arrangement:

1. Turnkey production for the Production Company/Event Coordinator for the Art Crawl in the City of Pontiac.
2. The contract term is for one Day on August 12, 2023

YOU ARE REQUIRED, by the Terms and Conditions of the RFQ, to execute a contract and furnish a Certificate of Insurance on an ACORD Form (if one has not already been provided). We request that your firm provide this information within ten (10) calendar days of receiving this Notice.

CITY OF PONTIAC
ACCEPTANCE OF NOTICE

John Marsh

John Marsh
Purchasing Assistant