



**CITY OF ROCHESTER HILLS, MICHIGAN  
REQUEST FOR PROPOSALS**

**Project Title:**

Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services  
RFP-RH-23-037

**Submission Closing Date and Time:**

Tuesday, September 19, 2023 at 3:00:00 P.M. (Local Time)

**Non-Mandatory Pre-Proposal Conference:**

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on Tuesday, August 15, 2023, at 10:00 AM EST. via Zoom Teleconference with the following login instructions:

When: Aug 15, 2023 10:00 AM Eastern Time (US and Canada)

Topic: RFP-RH-23-037 Groundskeeping Material Pre-Proposal Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87361613544>

Or one tap mobile:

+13017158592, 87361613544# US (Washington DC)

+13052241968, 87361613544# US

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

+1 305 224 1968 US

Webinar ID: 873 6161 3544

**For Questions regarding this solicitation, contact:**

**Lisa Cummins, CPPB**

**Procurement Manager**

**Phone: (248) 841-2537**

**Email: [cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org)**

**[www.mitn.info](http://www.mitn.info)**

**PROPOSAL INVITATION**

Dated: Thursday, July 27, 2023: The City of Rochester Hills acting as the Principal Procurement Agency is requesting proposals from experienced and qualified firms to provide **Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed, Related Items and Services**. The City requires a firm or firms who can provide a diverse and extensive supply of groundskeeping material for use by the City’s Department of Public Services and Parks Department. Sealed proposals will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 **until EXACTLY 3:00 P.M. Local Time, on August 31, 2023, via electronic proposal submission ONLY** at which time the names and addresses **ONLY** of submitting proposers will be publicly read via Zoom Teleconference.

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held via Zoom Teleconference (login instructions on coversheet) on Tuesday, August 15, 2023, at 10:00 a.m. EST

Due to the COVID-19 pandemic, some City processes have been affected and as such, are requiring adjustment to the normal processes. It is important that you read all the information to ensure you submit your bid response to the City in the correct manner. Please ensure all documents are signed. If you are interested in providing a bid, please read the document in its entirety and submit the requested information and proper forms and upload to the MITN website. **Electronic submission ONLY will be accepted. Hardcopy, emailed, faxed and late submittals will not be accepted.**

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at [www.rochesterhills.org](http://www.rochesterhills.org), select Departments, select Fiscal, Accounting & Purchasing, then Procurement Division then Vendor Registration click the link to the MITN website. Final proposal results will be posted on the MITN website after award.

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

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

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

Lisa Cummins, CPPB  
Procurement Manager  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

All proposals must be submitted electronically via the MITN website. Hardcopy, Faxed or Emailed proposals will not be accepted. The City of Rochester Hills is capable of accepting documents in docx, xlsx, pdf, jpg, tif or rtf formats. It is requested that you upload one complete document, versus that of several individual sheets. Please name your files accordingly if more than one file is uploaded.

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of work to be performed.

Proposals shall be in conformance with the documents. Any deviation from the specifications must be noted in the Proposal.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City.

### **PROPOSAL OPENING VIA ZOOM TELECONFERENCE**

Proposers wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City Hall during this time and it is possible that City buildings may not be open to the public at the time of the opening.

You are invited to a Zoom webinar.

When: Sept 19, 2023 03:00 PM Eastern Time (US and Canada)

Topic: RFP-RH-23-037 Groundskeeping Materials

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85623355052>

Or one tap mobile:

+16469313860, 85623355052# US

+19292056099, 85623355052# US (New York)

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

+1 646 931 3860 US

Webinar ID: 856 2335 5052

### **PURPOSE/OVERVIEW**

The City of Rochester Hills (herein referred to as "City" or Lead Public Agency) is acting as the Principal Procurement Agency (see Attachment A for National Contract requirements), to create a nationwide Master Agreement for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Products and Services. The term of the agreement will be for a three (3) year period with a two (2) year renewal option.

The purpose and intent of this Request for Proposal (RFP) is to establish a cooperative contract for the purchase of Groundskeeping Materials. Requirements and qualifications are defined in detail in the scope

of services section of this Request for Proposal. The City seeks a firm that can provide a diverse and extensive supply of groundskeeping material (on a nationwide basis).

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Format and Content section. Failure to include a response to all the evaluation criteria may cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The purpose of this conference will be to explain the RFP process and clarify the contents of this solicitation in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. Oral statements or instructions will not constitute an addendum/amendment to this Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed in writing to:

Lisa Cummins, CPPB  
Procurement Manager  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
(248) 841-2537  
[cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org)

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest cost proposal will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which methodology, product offerings, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City reserves the right to award multiple contracts for the same or similar item(s).

### **BACKGROUND**

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in City Council. The City is a full service municipality, exclusive of police and trash collection. The community includes important research, manufacturing and services employers as well as educational and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning. General information regarding the City of Rochester Hills is available at [www.rochesterhills.org](http://www.rochesterhills.org).

### **SUBMITTAL GUIDELINES**

- a. Submit one (1) original and one (1) redacted copy (said PDF document shall be clearly marked as “REDACTED COPY”);
- b. It is the proposer’s responsibility to clearly identify and to describe the products and services being offered in response to this solicitation;
- c. The solicitation forms must be completed legibly and in their entirety;
- d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
- e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
- f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required.
- g. Faxed, Hardcopy, and/or emailed proposals WILL NOT be accepted.

### **TERM**

The term of the agreement will be for a three (3) year period with a two (2) year renewal option. Orders for products and services, including maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years

### **ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS**

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Lisa Cummins, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Lisa Cummins, CPPB  
Procurement Manager  
City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
Telephone: (248) 841-2537  
Fax: (248) 608-8178  
Email: [cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org)

Questions relative to this solicitation must be submitted to Lisa Cummins, CPPB, Procurement Manager, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, in writing prior to Friday, August 19, 2023, at 5:00 p.m. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual City employee prior to the due date or

during the evaluation process. All communications shall be conducted through the City of Rochester Hills Purchasing Division, unless specific written documentation is provided to the vendor.

The City reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The City reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with proposers after the proposal opening.

### **NATIONAL CONTRACT REQUIREMENTS**

The City of Rochester Hills, MI, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Rochester Hills, MI is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies

to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A). Although the scope of work reflects the needs and requirements of the City of Rochester Hills, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Rochester Hills anticipates spending approximately \$48,000 over the full potential Master Agreement term for Groundskeeping Materials. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Groundskeeping Materials purchased under the Master Agreement through OMNIA Partners is approximately \$25 million. This projection is based on the current annual volumes among the City of Rochester Hills, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

### **OBJECTIVES**

This RFP has been developed with the intent of achieving the following objectives:

1. Provide a competitively solicited Master Agreement offering groundskeeping materials, products and services to Participating Public Agencies;
2. Establish a Master Agreement as the Supplier's featured offering to Participating Public Agencies;
3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
4. Aggregate demand for groundskeeping materials, products and services to enable Participating Public Agencies to achieve value added benefits;
5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through innovative ordering and management systems;
6. Provide Participating Public Agencies with a broad range of groundskeeping materials and product solutions.

### **SCOPE OF SERVICES**

#### **GENERAL REQUIREMENTS**

##### **1. Proposer Qualifications**

All vendors interested in participating in the selection process must meet, or exceed when applicable, the following requirements and provide verification and/or validity of compliance in the proposal response. The City reserves the right to require any verification deemed appropriate to ensure the proposer's qualifications to deliver groundskeeping materials as described herein.

- a. Be an authorized distributor or manufacturer;

- b. Have a strong national presence in the fertilizer, herbicide, pesticide, and seed industry;
- c. Have a distribution model capable of delivering products nationwide;
- d. Have a demonstrated sales presence;
- e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein;
- f. Be able to provide a full range of products to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. Warehousing, Distribution, and Sales Facility

The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system and have existing facilities with sufficient product inventory and agronomic sales representatives experienced in providing expert, product source recommendation to customers.

3. Delivery Schedule

For the City of Rochester Hills purchases, product shall be delivered to various City of Rochester Hills locations. All deliveries shall be made Monday through Friday during regular work hours, typically from 7:00 a.m. to 3:00 p.m., EST. The Contractor shall be required to give the City's department delivery location a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately. Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with agencies employee signature, date and employee number.

The following documents are due upon delivery to the City or participating agency:

- a. Material Safety Data Sheets
- b. Shipping documents and/or invoice

4. Catalogs

Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies. Price lists must be submitted in Excel format.

**SPECIAL OFFERS/PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

5. Contract Information

All proposers are held to proposal prices for 90 days or award, whichever comes first, except for the successful proposer whose discounts and prices are to remain firm for a one (1) year period from date of award.



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## PRODUCT REQUIREMENTS

1. **PRODUCTS:** The products to be included in this solicitation are as follows:
  - a. **Fertilizer** - A complete and comprehensive line of fertilizer products that meets typical industry standards and complies with applicable government laws and regulations. Fertilizers may be liquid, dry, organic, soluble; bulk/bagged; custom-blended; lime and land plaster; lawn and garden; specialty and granulated.
  - b. **Soil Amendments** - A complete and comprehensive line of soil amendment products that meets typical industry standards and complies with applicable government laws and regulations.
  - c. **Herbicide and Pesticide** - A complete and comprehensive line of weed prevention and elimination products and pest control products that meets typical industry standards and complies with applicable government laws and regulations. This includes adjuvants and any other pesticide additive.
  - d. **Grass Seed** - A complete and comprehensive line of sod and grass seed product that meets typical industry standards and complies with applicable government laws and regulations. This includes seed treatments.
  - e. **Balance of Line** – Materials and supplies not captured in the above categories.
2. **PRODUCT STANDARDS AND GUIDELINES:** All products offered must comply with applicable government laws and regulations.
3. **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in this solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential Bidders/Offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered. Equivalents, including generics, may be submitted and accompanied by applicable product literature to properly evaluate.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City with seven (7) day of initial notification.
5. **MSDS FOR HAZARDOUS SUBSTANCES:** Contractor shall furnish Material Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Prt 1910.1200.

**6. PRODUCT SPECIFICATIONS:**

**Group #1 – Fertilizers**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	14-25-12 Polyon Fertilizer	
	Total Nitrogen	14%
	5.2880% Ammoniacal Nitrogen	
	8.7120% Urea Nitrogen	
	Available Phosphate (P <sub>2</sub> O <sub>5</sub> )	25%
	Soluble Potash (K <sub>2</sub> O)	12%
<b><u>Item #2</u></b> -	25-0-10 Polyon Fertilizer	
	Total Nitrogen	25%
	25% Urea Nitrogen	
	Soluble Potash (K <sub>2</sub> O)	10%
	Iron	2%

**Group #2 – Soil Amendments**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b><u>Item #1</u></b> -	Verde-Cal G greens grade	
	Calcium Sulfate Dihydrate	95%
	Calcium	22.5%
	Sulfur	19%
	19% Combined Sulfur	
<b><u>Item #2</u></b> -	Turface Quick Dry	
	Silicon Dioxide	74%
	Aluminum Dioxide	11%
	Iron (III) Oxide	5%

**Group #3 – Herbicides and Pesticides**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b>Item #1 -</b>	Freehand 1.75G Herbicide	
	Pendimethalin	1%
	Acetamide	0.75%
	Crystalline Silica	5% - 10%
	Gamma-butyrolactone	0.1 - 3.0%

<b>Item #2 -</b>	Triplet SF	
	2, 4-Dichlorophenoxyacetic Acid	30.56%
	Mecoprop-p	8.17%
	Dicamba	2.77%

**Group #4 - Grass Seed**

**Product Packaging:** Product shall be packaged in weather and tear resistant material in not more than 50 lb. containers. Liquid product shall be in plastic containers not exceeding 2.5 gallons.

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<b>Item #1 -</b>	Elite Sunny Seed Mix	
	Top Gun Perennial Ryegrass	34.74%
	Audubon Creeping Red Fescue	34.47%
	Camas Kentucky Bluegrass	29.95%

<b>Item #2 -</b>	Ideal Shade Mix	
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<b>Item #3 -</b>	Overseeder II Mix	
	Nublu Plus Kentucky Bluegrass	23.42%
	Bluechip Kentucky Bluegrass	23.40%
	Jackpot Kentucky Bluegrass	22.75%
	Accent Perennial Ryegrass	14.90%
	Top Gun Perennial Ryegrass	14.58%

**PROPOSAL EVALUATION FORMAT AND CONTENT**

The proposal should address the items included in the Scope of Services and Evaluation Criteria Sections. Proposals should provide straightforward and concise responses to requested information and provide descriptions of qualifications and capabilities. The proposal should be properly named and tabbed and submitted electronically through the MITN website. It is preferable that all the information be included in one document, if practical. If not, then please ensure each attachment is named appropriately and uploaded in order. Incomplete proposals may be deemed nonresponsive.

Each section of the Offeror's proposal shall be organized in the order listed below so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified may be discarded without evaluation. Information should not include generalized promotion

material, resumes, statement of experience, qualifications or capabilities, or other material that is not applicable to the proposed agreement.

Offerors should organize their proposals using the following format:

Item	Proposal Content Requirements
1.	Vendor Information/Signature Page (original signature required)
2.	Executive Summary
3.	Proposal Profile
4.	Method of Approach (Evaluation Criteria #1 - 30%)
5.	Qualifications and Experience (Evaluation Criteria #2 - 30%)
6.	Supplier Information (Section 2.0 and 3.0 of Exhibit A of OMNIA Partners Administration Agreement)
7.	Cost Proposal (Evaluation Criteria #2 - 40%)
8.	Proprietary Information
9.	Exceptions
10.	Other Information
11.	Attachment A - OMNIA Partners Administration Agreement

1. Vendor Information

Offeror shall include a fully completed Vendor Information Sheet and Signature Page as the cover sheet to their proposal response. The Vendor Questionnaire and Signature Page is located in this Request for Proposals (pages 25-26). Failure to include these forms fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminate it from further consideration.

2. Executive Summary

Offeror shall provide an Executive Summary that presents in brief, concise terms, a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

3. Proposal Profile

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of company submitting proposal
- List any company dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees

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#### 4. Method of Approach

- a. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.
- b. Provide the number, size and location of your firm's distribution facilities, warehouses and retail networks as applicable.
- c. Describe how your products meet the requirements of this solicitation:
  - i. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. Offerors are encouraged to propose creative and innovative ways to provide the requested products.
  - ii. Offerors shall submit seed analysis reports and independent 3<sup>rd</sup> party evaluation reports such as those provided by the National Turfgrass Evaluation Program (NTEP) or equivalent.
  - iii. Offerors shall also submit any additional information that will aid the City in evaluating your proposal: product spec sheets, product brochures, product website addresses, etc.
- d. Indicate shelf life in days/months for those products which deteriorate and indicate the appropriate storage environment to attain max shelf life.
- e. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.
- f. Describe your ordering capacity (telephone, fax, internet, etc...) and means of order tracking, search options, and order history reporting
- g. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
- h. Describe your delivery commitment:
  - i. Please state your delivery time in definite terms (days) for each product offered.
  - ii. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective product; etc. – are resolved.
- i. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit a sample invoice.
- j. Indicate if any of the products you are offering has received any awards or nominations for excellence.
- k. Describe how the innovation and technology of your products differs from others in the industry.
- l. Describe any environmentally friendly features, options or technology available.
- m. Describe how your firm will notify customers of new products and services.
- n. Describe how your firm will notify customers of products removed from the federal and/or state approved list or added to their state approved list.

- o. Describe what other products and/or services you offer that would be applicable to this contract.
- p. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
- q. Describe how your firm will ensure this contract will continually offer the best pricing available to participating members. Additionally, describe how participating members will be able to verify that they are receiving contract pricing.
- r. Describe how your firm will track sales volume and report it to OMNIA Partners.
- s. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.
- t. Propose and describe in detail any “value added” service(s) your firm will offer.

#### 5. Qualifications and Experience

- a. Provide a brief history and description of your company.
- b. Provide a statement of your annual sales for the past 2 years.
- c. Provide the total number and location of sales persons employed by your firm. Describe the qualifications of your sales personnel. Include information on professional certifications obtained and the number of staff currently certified.
- d. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
- e. Provide a listing of key personnel who may be assigned to the City’s contract. Include their title within your organization and the description of the type of work they may perform.
- f. Provide examples of cost savings measures employed by firm to maintain a competitive advantage in the market place.
- g. Please submit any additional information that you feel is applicable to your qualifications and experience.
- h. Provide a response to the national program. Include a detailed response to Attachment A, Exhibit A, Sections 2.0, 3.0, and Exhibit F and G.
  - i. Supplier Qualifications (Ref. Attachment A, Section 2.0): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
  - ii. Supplier Information (Ref. Attachment A, Section 3.0) Offeror shall include a response to each item within the section. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, describe how volume will be tracked and reported to -OMNIA Partners.
  - iii. The successful Offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to the OMNIA Partners Administration Agreement Provide any proposed exceptions to Attachment A, Exhibits, in Section 8 of your proposal response.

6. Prices and Resources

- a. Offerors shall submit prices in accordance with the Price Page(s) included herein. Prices calculated by the Offeror shall be based on the Offeror's proposed pricing method. The discount proposed should remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
- b. State how the Offeror proposes to price products nationwide. Offeror shall describe the pricing calculation method, formula, components, index, etc. In the event of Contract award, the Contractor shall furnish all items in the manufacturer's line card based upon the proposed pricing method. Pricing may vary by region, however, the Offeror must describe regional differences and describe regional adjustments to its pricing calculation method, if applicable. Pricing for complete product offering/balance of line items may be determined by a percentage discount off the Offeror's retail price list or alternative pricing mechanism determined by Offeror. The City reserves the right to accept or reject any or all balance of line items offered. A successful Offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another Offeror as part of this solicitation
- c. Proposed pricing shall include delivery to Rochester Hills and participating agencies. If there are additional surcharges for delivery to non-Rochester Hills agencies located outside of the Metropolitan Detroit area, please provide information on how delivery charges will be calculated.
- d. State if pricing is most favorable offered to government agencies.
- e. For each product group, indicate in days how long pricing is guaranteed for. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
- f. In addition to the items requested on the Price Page, please provide pricing for **all** products and services offered for this RFP.
- g. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certification Exhibit.
- h. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, and total annual spend, etc. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
- i. Provide information on any ordering methods – such as electronic ordering or payment via P-Card – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
- j. State any discounts. The price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.
- k. Will payment be accepted via commercial credit card? \_\_\_\_\_Yes \_\_\_\_\_No
  - a. If yes, can commercial payment(s) be made online? \_\_\_\_\_Yes \_\_\_\_\_No

- b. Will a third party be processing the commercial credit card payment(s)? \_\_\_Yes \_\_\_No
- c. If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If “no” to above, will consideration be given to accept the card? \_\_\_Yes \_\_\_No

7. Proprietary Information

Any such information must be submitted under this section.

8. Exceptions

Any exceptions being taken to the RFP must be listed under this section.

9. Additional Agreements

If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal

10. Other Information

Included any other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the City in addition to general assistance.

11. Attachment A - OMNIA Partners Administration Agreement

**PROPOSAL EVALUATION PROCESS**

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City reserves the right to interview from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective, best value, and experienced provider(s) determined in the evaluation process. Meetings with short-listed proposers will provide additional information and criteria upon which the City will base its selection decision.

The City reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City.

The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed firm(s)' services which best meets its required needs, quality levels and budget constraints. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.



The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which proposed approach, products and services, and ability to perform the requirements of the contract may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.

### **EVALUATION CRITERIA**

#### **Proposal Evaluation Criteria – (listed in relative order of importance)**

- A. Method of Approach – 30%
- B. Prices and Resources – 40%
- C. Qualifications and Experience – 30%

The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills, including but not limited to:

1. Method of Approach. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?
2. Proposed Costs. Overall Best Value Cost Proposal.
3. Supplier Information/Qualifications/Ability to Perform. Do the individuals assigned to the project have experience on similar projects? How well has the firm demonstrated experience in completing similar projects? How successful is the general history of the firm?

### **PRICING INSTRUCTIONS**

All Offerors must provide pricing based on their marketplace model. Offerors are highly encouraged to include in their proposal a description of any significant task, product, or services not listed in the Scope of Services which they know to be necessary under the proposed contract.

The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Procurement Manager and a Contract Modification issued by the Purchasing Division to change the contract.

### **GENERAL CONDITIONS/CONTRACT INFORMATION**

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after Friday, August 11, 2023 at 5:00 p.m., will not be considered.

2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.
3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words “shall” or “must” to identify the contractor’s obligations.
8. The City’s proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider any changes to these documents, such changes must be submitted as part of the Offeror’s proposal (Item 8).
9. If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace City of Rochester terms and conditions
10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.

11. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
12. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.
15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.
16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
18. Ownership of all data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Rochester Hills.
19. The supplier shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The supplier shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.
20. Advanced payments will not be authorized.
21. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or

defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.

22. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the “progress” of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.
23. In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party. City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.
24. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.
25. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.
26. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.
27. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
28. Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer’s warranty, whichever is greater. Should any defect be noted by the City, the Purchasing Division will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it

shall be at no cost to the City and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

**29. Indemnification (Hold Harmless) Clause**

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

**30. Insurance Requirements (If applicable)**

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: [purchasing@rochesterhills.org](mailto:purchasing@rochesterhills.org).

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

- a) Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) per Contract Aggregate.

- c) **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
- d) **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- e) **Additional Insured.** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds “The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”
- f) **Cancellation Notice.** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
- g) **Proof of Insurance.** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- h) If any of the above coverages expire during the term of the contract, the Consultant shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

**Hold Harmless**

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

including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

### SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in OMNIA Partners. All transactions, purchase orders, etc., will occur directly between the Contractor and each Participating Agency individually, and neither OMNIA Partners nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules, and regulations apply to purchases made under the contract.
2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
3. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
4. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Rochester Hills shall have the right, at its sole option, to renew the Contract for an additional two-year period. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
5. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
6. **SUBSTITUTE ITEMS:** The City intends to award Contract(s) for particular products as result of this solicitation. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
  - A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.

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- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

7. **SPECIAL OFFERS/PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.



**VENDOR INFORMATION**

Date:	
Firm Name:	
Address:	
City/State/Zip Code:	
Telephone Number:	
Fax Number:	
Contact Person:	
Contact Person Email:	

Firm Established:	
Years in Business:	

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

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**SIGNATURE PAGE**

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Groundskeeping Materials, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

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

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

Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

## COST PROPOSAL

The Cost Proposal lists products that will likely be purchased under the contract. This list is not all-inclusive. The following items are listed for the purpose of comparing discounts offered. Actual items and quantities will vary. The resulting Purchase Order will be awarded based upon the Price Schedule (discount/mark-up) as given, which shall be used to compute the prices below. The City reserves the right to exclude from the evaluation any sample items listed (e.g. If an item has been recently discontinued and was unknown by the City when this document was prepared). The expectation is that the successful Contractor shall provide their entire catalog of products at the pricing formula offered. Vendors should submit pricing for full catalog of products and services/a balance of line, including delivery rates, as well as national discounts as a pricing percentage discount offered in Excel format. The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

### FERTILIZER, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES AND GRASS SEED: Submit per unit pricing.

Item No.	Est. Annual Usage	Description	Manufacturer & Product Number	Package Size	Unit of Measure	Unit Cost	Extended Cost
		<b>Group 1 - Fertilizers</b>					
1	1,400 lbs.	14-25-12 Polyon Fertilizer			Pound	\$ /lb.	\$
2	2,250 lbs.	25-0-10 Polyon Fertilizer			Pound	\$ /lb.	\$
		<b>Group 2 – Soil Amendments</b>					
1	3,600 lbs.	Verde-Cal G Greens Grade			Pound	\$ /lb.	\$
2	2,500 lbs.	Turface Quick Dry			Pound	\$ /lb.	\$
		<b>Group 3 – Herbicides and Pesticides</b>					
1	150 lbs.	Freehand 1.75G Herbicide			Pound	\$ /lb.	\$
2	5 gallons	Triplet SF			Gallon	\$ /gal.	\$
		<b>Group 4 – Grass Seed</b>					
1	3,600 lbs.	Elite Sunny Seed Mix			Pound	\$ /lb.	\$
2	50 lbs.	Ideal Shade Mix			Pound	\$ /lb.	\$
3	1,100 lbs.	Overseeder II Mix			Pound	\$ /lb.	\$