

**NOTICE OF INTENT TO ACCEPT PROPOSALS FOR  
2009 PLANT HEALTH AND LAWN CARE SERVICES  
CITY OF ROCHESTER HILLS - RFP-RH-09-002**



Dated: March 2, 2009. The City of Rochester Hills is soliciting proposals from qualified and experienced firms to provide **Plant Health and Lawn Care Services for the 2009 Season**; the City reserves the right to exercise an option to renew for an additional one (1)-year period. **Sealed Proposals** will be received by the City of Rochester Hills at the Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 or submitted online through the MITN website **until 3:00 p.m. local time, on March 31, 2009**, at which time and place the names of proposers will be publicly read aloud. **Last submittals will not be accepted. Faxed proposals will not be accepted.**

Questions are to be directed to Marilyn Paulsen-Tomaszewski, CPPB, Purchasing Analyst, Phone: 248.841.2539; questions regarding the proposal must be made in writing prior to March 12, 2009 @ 11:00 a.m., at which time a response will be prepared and forwarded to all vendors as an amendment, or an addendum to the RFP, if such information would be of significance to uninformed proposers. Vendors are instructed to **not** contact other City employees with any questions. Questions received after the date and time above will not be considered.

The City of Rochester Hills officially distributes 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), enter site, click on **City Services**, click on **Purchasing**, click on **Vendor Registration**, and click on the word “**register**” to link to the MITN website. Final proposal results will be posted on the MITN website after award.

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

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

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

Marilyn Paulsen-Tomaszewski, CPPB, Purchasing Analyst  
City of Rochester Hills, Purchasing Division  
1000 Rochester Hills Drive, Rochester Hills, MI 48309  
248.841.2539

All proposals (four (4) hardcopies) must be submitted in a **sealed envelope** marked “**RFP – 2009 PLANT HEALTH AND LAWN CARE SERVICES**” or **submitted online through the MITN website.**

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**Definitions.**

1. Owner or City shall refer to the City of Rochester Hills.
2. Service Company, Vendor, Contractor or Proposer shall refer to the company providing a bid, quote or proposal for the work outlined in the specifications.

**Introduction.**

The purpose of this document is to ultimately select the services of a professional firm to provide the City of Rochester Hills with Plant Health and Lawn Care Services for the 2009 Season; the City reserves the right to exercise an option to renew for an additional one (1)-year period. The City of Rochester Hills has provided specifications and requirements that will assist in the procurement of the highest quality services possible to meet the requirements and needs of the City.

It is the intent of these specifications to cover the furnishing and delivery to the City Plant Health and Lawn Care Services for specific identified locations; 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.

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein and is not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity, methodology and philosophy may be overriding factors. Price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the City. Those criteria that will be used and considered in evaluation for award as set forth in this document.

The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule meetings with shortlisted proposers, after receipt of all proposals. Meetings with shortlisted proposers will provide additional information and criteria upon which the City will base its selection decision. A purchase order/contract will be awarded to a qualified vendor submitting the best proposal. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

**Scope of Work.**

The City of Rochester Hills is soliciting proposals for a professional firm to provide all supervision, labor, equipment, services and expertise required to perform plant health and lawn

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care services, including customized lawn; and tree and shrub care for various City locations for the 2009 season; the City reserves the right to exercise the option to renew for an additional one (1)-year period.

City properties are a highly visible component of the suburban landscape in Rochester Hills. Observed daily, the general appearance of City properties reflects the level of the City's commitment to maintaining the quality of its outdoor environment and natural features for the benefit of its citizens. Properly maintained plant health and lawn care of City properties benefits the City directly by enhancing property values and mitigating negative impacts.

The City seeks a responsible firm to provide and administer the proper plant health and lawn care program at the listed City owned properties in order to preserve the investment of the citizens in these properties. A neat, clean and weed free appearance, along with correct plant care, is required of the company proposing on this work.

Proposers will be responsible for carefully examining the proposed work sites and to judge for themselves the nature of the work to be done. The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.

**Locations.**

Contractors can pick-up, at the Rochester Hills Municipal Building, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, **a CD showing detailed site map locations.** Note: Several of the locations have been revised from prior years.

The following locations will receive one or more of the Plant Health and Lawn Care Programs.

Location 1: Rochester Hills Municipal Offices, 1000 Rochester Hills Drive.

Location 2: Central Fire Station #1, 1111 Horizon Court.

Location 3: Fire Station #2, 1251 E. Auburn.

Location 4: Fire Station #3, 2137 W. Auburn.

Location 5: Fire Station #4, 2723 Walton Boulevard.

Location 6: Fire Station #5, 251 E. Tienken Road.

Location 7: Environmental Education Center, 1115 W. Avon.

Location 8: Van Hoosen Jones Cemetery, 570 E. Tienken Road.

Location 9: Hamlin Boulevard.

Location 10: Livernois Boulevard, from Avon Road to New Life Lane  
(north of Walton Boulevard).

Location 11: Veterans' Memorial Pointe.

Location 12: Oakland County Sheriff's Office Sub-Station, 750 Barclay Circle.

Location 13: 52/3 District Court, 700 Barclay Circle.

Location 14: Crooks Road Boulevard.

Location 15: Adams Road Boulevard.

Location 16: DPS Garage, 511 E. Auburn.

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Location 17: Walton Boulevard.

Services may be added or deleted to the list during the contract term at the discretion of the City and the availability of budgeted funds.

**General Specifications.**

1. All spray applications shall be made in compliance with all applicable laws and regulations, including Michigan Department of Agriculture Pesticide Regulations 636 & 637.
2. Contractor shall remove all granular materials from walkways after each application.
3. All herbicide applications shall be done in a manner that does not cause harm to trees and shrubs.
4. Contractor shall provide Material Safety Data Sheets (MSDS) for each chemical applied under these specifications.
5. Vendor is to possess appropriate licensure.
6. Application rates of weed control and fertilizer shall be applied in a manner that minimizes the potential of fertilizer entering any lake, stream, river, sewer, drain, wetland or natural watercourse. Vendor shall submit application rates of weed control and fertilizer for approval prior to the work being performed.
7. "Weed and Feed" products shall **not** be used.
8. All written reports shall be submitted to Roger Rouse, or his designee, at the time of each visit as per the specifications.
9. No contract will be automatically renewed at the end of any contract term.

**Invoices and Payment Terms:**

All invoices, packing lists and correspondence associated with a purchase should reference the purchase order number.

Invoices for services shall include the following:

- Purchase order number
- Individual site location
- Date of service
- Description of services performed must be identified
  - Inspection
  - Maintenance

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- Repair
- Any combination of the above

Invoices shall be submitted to the City of Rochester Hills Accounts Payable Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309. Payments will be mailed within thirty (30) days of the receipt and acceptance of merchandise or services rendered and properly completed invoice. Partial payments are not authorized on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Payment will be made after the merchandise and/or services have been:

- Received or completed in full
- Inspected and found to comply with all specifications and be free of damage or defect
- Properly invoiced.
- Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to.”

**Bankruptcy or Insolvency.**

In the event bankruptcy proceedings are commenced by or against the awarded Vendor 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 of creditors of either party, the 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 Vendor responsible for damages.

**Fiscal Non-Appropriation Clause.**

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.

**Assignment.**

The proposer shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, as approved, shall be bound by the terms and conditions of this contract.

The agreement shall be binding on the parties and their heirs, successors and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without first obtaining the written prior approval of the City of Rochester Hills before any consent to assign is given, the successful bidder and its assignee shall bring current all moneys owing to the City. No consent shall be given by the City unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

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**CUSTOMIZED LAWN CARE PROGRAM.**

The following locations will receive the **Customized Lawn Care Program**:

Location 1: Rochester Hills Municipal Offices, 1000 Rochester Hills Drive, area around the perimeter of the building, including the parking lot islands.

Location 2: Central Fire Station #1, 1111 Horizon Court, area around the perimeter of the building, including the islands in the lower (south) parking lot.

Location 3: Fire Station #2, 1251 E. Auburn.

Location 4: Fire Station #3, 2137 W. Auburn.

Location 5: Fire Station #4, 2723 Walton Boulevard.

Location 6: Fire Station #5, 251 E. Tienken Road.

Location 7: NOT INCLUDED AS A PART OF THIS SERVICE

Location 8: Van Hoosen Jones Cemetery, 570 E. Tienken Road

- Customized Lawn Care
- Application of pesticides for the control of grubs if needed.

Location 9: Hamlin Boulevard.

Location 10: Livernois Boulevard, from Avon Road to New Life Lane (north of Walton Boulevard).

Location 11: Veterans' Memorial Pointe.

Location 12: Oakland County Sheriff's Office Sub-Station, 750 Barclay Circle.

Location 13: 52/3 District Court, 700 Barclay Circle.

Location 14: Crooks Road Boulevard

Location 15: Adams Road Boulevard

Location 16: DPS Garage, 511 E. Auburn

Location 17: Walton Boulevard

Application(s) shall be customized to the different characteristics and requirements of every lawn. Broadleaf herbicides shall be applied in a manner that does not harm trees and shrubs.

Lawn care shall be provided as listed below.

1. **Early Spring Application.** Custom blend of fertilizer with granular pre-emergent crabgrass control and liquid broadleaf weed control when needed. (Spot treatment is acceptable).

The maximum application rates for the chosen custom blend of fertilizer shall be as follows:

Nitrogen	- 1 lb. actual N per 1,000 sq. ft.
Phosphoric Acid	- None
Potassium	- 1 lb. actual K per 1,000 sq. ft.

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2. **Late Spring Application.** Custom blend of fertilizer with granular pre-emergent crabgrass control and liquid broadleaf weed control when needed.

The maximum application rates for the chosen custom blend of fertilizer shall be as follows:

Nitrogen - 1 lb. actual N per 1,000 sq. ft.  
Phosphoric Acid - None  
Potassium - 1/2 lb. K per 1,000 sq. ft.

3. **Grub Application (if needed).** Insecticide to control grubs which feed off the turfgrass roots. This application must be watered in. (Van Hoosen Jones Cemetery).
4. **Early Summer Application.** Custom blend of fertilizer with liquid broadleaf weed. Apply post-emergent crabgrass control as needed.

The maximum application rates for the chosen custom blend of fertilizer shall be as follows:

Nitrogen - 1/2 lb. actual N per 1,000 sq. ft.  
Phosphoric Acid - None  
Potassium - 1/2 lb. actual K per 1,000 sq. ft.

5. **Late Summer Application.** Custom blend of fertilizer to encourage and enhance root development.

The maximum application rates for the chosen custom blend of fertilizer shall be as follows:

Nitrogen - 1 lb. actual N per 1,000 sq. ft.  
Phosphoric Acid - 1/4 lb. actual P per 1,000 sq. ft.  
Potassium - 1/2 lb. actual K per 1,000 sq. ft.

A written report shall be provided if fertilizer was or was not needed, at what application rate and what custom blend was provided. No less than 30% Nitrogen shall be a slow release product per any application.

**TREE AND SHRUB CARE PROGRAM:**

**Tree and Shrub Care Program** - All tree and shrub care treatment requirements will be site-specific and recommended by Vendor in its Written Inspection Report and authorized by Roger Rouse, or his designee. No tree or shrub care work shall be done without prior authorization by Roger Rouse or his designee.

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- Location 1: Rochester Hills Municipal Offices, 1000 Rochester Hills Drive, plants in front of the building.
- Location 2: Central Fire Station #1, 1111 Horizon Court, area around the perimeter of the building; including the island in the lower (south) parking lot.
- Location 3: Fire Station #2, 1251 E. Auburn.
- Location 4: Fire Station #3, 2137 W. Auburn.
- Location 5: Fire Station #4, 2723 Walton Boulevard.
- Location 6: Fire Station #5, 251 E. Tienken Road.
- Location 7: Environmental Education Center, 1115 W. Avon.
- Location 8: Van Hoosen Jones Cemetery, 570 E. Tienken Road.
- Location 9: Hamlin Boulevard - between Crooks and western City limit
- Location 10: Livernois Boulevard, from Avon Road to New Life Lane (north of Walton Boulevard)
- Location 11: Veterans' Memorial Pointe.
- Location 12: Oakland County Sheriff's Office Sub-Station, 750 Barclay Circle.
- Location 13: 52/3 District Court, 700 Barclay Circle.
- Location 14: NOT INCLUDED AS A PART OF THIS SERVICE
- Location 15: Adams Road Boulevard - north of Hamlin, also at the northwest corner of Adams/Hamlin
- Location 16: DPS Garage, 511 E. Auburn – also trees on berm @ old DPS garage
- Location 17: Walton Boulevard

**Prior to any service**, each property shall be surveyed and evaluated for specific plant health care needs, including identification of key trees and shrubs and determination of desired landscape appearance. A written report shall be provided utilizing the data collected to describe recommended treatments and horticultural practices. All trees and shrubs shall be inspected by a plant health care professional. **No tree or shrub care work shall be done without prior authorization by Roger Rouse or his designee.**

Written reports shall be submitted to Roger Rouse, or his designee, at the time of each visit. No work shall be done without prior authorization by Roger Rouse or his designee; absence of the appropriate monitoring report(s) may delay payment for those services authorized and subsequently rendered following prior authorization.

The **Written Inspection Report** shall include the following:

1. Location.
2. Date and time of visit.
3. Name of plant health care monitor recommended.
4. Specific observations of plant condition and pest activity.



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5. Materials **recommended** to be applied, including recommended application methods, amounts and target pest(s).
6. Weather conditions.
7. Any other recommendations.

Services, including Written Inspection Reports, shall be performed as follows:

**Early Spring**

- Monitor pest levels and plant conditions.
- Submit Inspection report.
- Apply fungicides/pesticides as needed to control specific pests on specific plants after authorization by the City.
- Submit Application report and invoice, if treatment is authorized.

**Spring**

- Monitor pest levels and plant conditions.
- Submit Inspection report.
- Apply fungicides/pesticides as needed to control specific pests on specific plants after authorization by City.
- Apply root zone fertilization after authorization by City.
- Submit Application report and invoice, if treatment is authorized.

**Early Summer.**

- Monitor pest levels and plant conditions.
- Submit Inspection report.
- Apply insect control and disease control after authorization by the City.
- Apply root zone fertilization as needed after authorization by the City.
- Submit Application report and invoice, if treatment is authorized.

**Late Summer**

- Monitor pest levels and plant conditions.
- Submit Inspection report.
- Apply insect control and disease control in order to control specific pests on specific plants after authorization by the City.
- Submit Application report and invoice, if treatment is authorized.

**PARKS DEPARTMENT:**

**Parks Specific Fertilizer & Pesticide Applications (On-Call).**

All Parks applications, unless otherwise indicated, are to be made on an as-needed (on-call) basis and **not** as part of a regular, seasonally scheduled lawn care program. Treatment requirements

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will be site-specific as determined and requested by the Park Maintenance Supervisor to a designated company representative.

Due to the demands of seasonal Park operations, limited treatment opportunities may exist with respect to scheduled activities and re-entry requirements. Multiple visits may be required to the same site to complete the necessary work. Applications will be scheduled and coordinated by a designated company representative with the Park Maintenance Supervisor.

Applications may be requested and required at any Park property within the City of Rochester Hills Park System.

**Material Safety Data Sheets.**

The City of Rochester Hills requires a Material Safety Data Sheet (MSDS), where applicable, in compliance with the MIOSHA "Right to Know" Law. A MSDS sheet is required for each chemical used under these specifications. Submit MSDS and specimen manufacturer labels for all specified and proposed pesticides, fertilizers and combination products.

**Selection Criteria.**

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit of the City, including but not limited to:

**1. Experience/Qualifications:**

Proposing on the contract shall be limited to individuals, partnerships and corporations actively engaged in the field of horticulture. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of the contract. The City will require proof of these qualifications and work performance references. Proposer shall provide a resume to the City demonstrating the Proposer's ability to satisfy the requirements as set forth in these specifications. The Proposer shall include in his resume any and all information pertinent to aiding the City in determining the abilities of the Proposer.

**2. Capacity:**

Proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Provide an Equipment List and number of full-time/part-time employees.

**3. Methodology:**

Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.

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**4. Philosophy:**

Provide company's philosophy relative to plant health and lawn care.

**5. Timeline:**

Provide proposed schedule for the performance of the specified plant health and lawn care services.

**6. References:**

Provide a list of comparable projects that have been successfully completed by your company.

**7. Cost:**

Cost Proposals per Proposal Form.

**General Conditions.**

Questions are to be directed to Marilyn Paulsen-Tomaszewski, CPPB, Purchasing Analyst, Phone: 248.841.2539. All questions regarding the proposal must be made in writing prior to March 12, 2009 @ 11:00 a.m., at which time a response will be prepared and forwarded to all vendors as an amendment, or an addendum to the RFP, if such information would be of significance to uninformed proposers. Vendors are instructed to **not** contact other City employees with any questions. Questions received after the date and time above will not be considered.

All items in this proposal must be completed with a response. All four (4) hardcopies of the proposal must be submitted in a sealed envelope or submitted online through the MITN website. Proposers not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

**No late proposals will be accepted. No faxed proposals will be accepted.** All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

All names of proposers will be read at the date and time specified. All proposals shall be in accordance with the Purchasing Ordinance of the City of Rochester Hills and the requirements of this notice to be deemed "responsive."

Proposers should note that a Request for Proposals (RFP) is considered to be under evaluation until contract award. The contracting officer is restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in other areas of this RFP

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and as required to administer the evaluation process. Proposers will be notified by mail when an award is made and a notice posted on the MITN website.

Only the person designated above is authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from other persons are to be directed to the employee designated above for appropriate review and response.

The City reserves the right to split or abstract any or all proposals and award multiple contracts for the same proposal, based on price, availability and service when, in its judgment, best serves the City of Rochester Hills; therefore, it is not necessary that you provide pricing for every item. The City does not require that a single contractor perform the work.

The proposer 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.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Rochester 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 of Rochester Hills.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law. All proposers are held to prices proposed for 90 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall 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 the Request for Proposal is not assured.

The City of Rochester Hills 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 shall deem to be most favorable to the interests of the City of Rochester Hills.

Any deviation from the Scope of Work must be noted on the proposal.

The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance, or for reasons deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of

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Rochester Hills' best interest and will be final. The City of Rochester Hills 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.

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.

The Contractor shall take all necessary measures to prevent damage to City buildings and grounds. The Contractor shall be responsible for damage to the City's premises that may be caused by his/her work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

The City of Rochester Hills is exempt from all sales, excise and transportation taxes.

The selected proposer shall comply with all Federal, State and local laws, ordinances, policies and regulations required for this project.

The City of Rochester Hills reserves the right to negotiate separately with any proposer 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.

It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda.

The City of Rochester Hills reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all

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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 Proposer 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 of the City of Rochester Hills.

The proposer will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, tools, equipment, material and supplies, except as may otherwise be specified as “furnished by the City.”

The awarded vendor will ensure a timely completion of assignments. Each job assignment will be completed in a satisfactory condition. All work shall meet with the approval of the City’s authorized representative, as conforming to the provisions and requirements of this contract. The Vendor will provide competent, suitable and qualified personnel to perform the work required.

For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

In the case of any discrepancies, the subject shall be referred to the City for decisions and the City’s decision shall be binding; and without such decision, adjustment shall not be made by the Contractor save at his own risk.

All work shall meet with the approval of Roger Rouse, or his designee, as conforming to the provisions and requirements of this contract.

All operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict or impede traffic. The proposer shall not operate equipment on the roadway, or in a manner that requires unnecessary crossing of the roadway. Equipment not in use may not be temporarily parked in the traveled portion of the roadway, or on non-motorized pathways.

The work shall be suspended if traffic is being duly hampered or delayed by the work.

The proposer shall coordinate his/her work with other contractors performing work within the common or adjoining areas, so as to avoid conflicts in maintaining traffic operations, or hindering the orderly progress of the other contract work.

Work is to be performed under this contract during the hours of daylight, and no work will be performed at night, on Sundays, or on holidays, unless specifically authorized, or directed by the Mayor or his/her representative.

Vendors are encouraged to list any points not addressed in these specifications that they feel will improve or enhance this quotation.

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**Insurance Requirements.**

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.

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.

1. Workers' Compensation Insurance: The Vendor 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.
2. Commercial General Liability Insurance. The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. Motor Vehicle Liability. The Vendor 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 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
5. 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."

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6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "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"
7. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Sample attached.



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**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 the contract.

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(Contractor Signature)

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Company Name (Printed)

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(Dated)

**NOTICE OF INTENT TO ACCEPT PROPOSALS FOR  
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**PROPOSAL FORM**

Note: The number of applications is noted in the specifications.

**CUSTOMIZED LAWN CARE**

**(Lump Sum for each location)**

**Location 1: Rochester Hills Municipal Offices,  
1000 Rochester Hills Drive,  
Area around the perimeter of the  
building, including the parking lot islands.  
(Lump Sum) \$ \_\_\_\_\_**

**Location 2: Central Fire Station #1, 1111 Horizon Court. Area  
around the perimeter of the building, including the  
islands in the lower (south) parking  
lot (Lump Sum) \$ \_\_\_\_\_**

**Location 3: Fire Station #2, 1251 E. Auburn (Lump Sum) \$ \_\_\_\_\_**

**Location 4: Fire Station #3, 2137 W. Auburn (Lump Sum) \$ \_\_\_\_\_**

**Location 5: Fire Station #4, 2723 Walton Blvd. (Lump Sum) \$ \_\_\_\_\_**

**Location 6: Fire Station #5, 251 E. Tienken Rd (Lump Sum) \$ \_\_\_\_\_**

**Location 7: NOT INCLUDED AS A PART OF THIS SERVICE**

**Location 8: Van Hoosen Jones Cemetery**

**8a. Customized Lawn Care (Lump Sum) \$ \_\_\_\_\_**

**8b. GRUB Application: Van Hoosen Jones  
Cemetery ONLY (Lump Sum) \$ \_\_\_\_\_**

**Location 9: Hamlin Boulevard \$ \_\_\_\_\_**

**Location 10: Livernois Boulevard (Lump Sum) \$ \_\_\_\_\_**

**Location 11: Veterans' Memorial Pointe (Lump Sum) \$ \_\_\_\_\_**

**Location 12: Oakland County Sheriff's Office Sub-  
Station, 750 Barclay Circle (Lump Sum) \$ \_\_\_\_\_**

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- Location 13: 52/3 District Court, 700 Barclay Circle  
(Lump Sum) \$ \_\_\_\_\_**
- Location 14: Crooks Road Boulevard  
(Lump Sum) \$ \_\_\_\_\_**
- Location 15: Adams Road Boulevard  
(Lump Sum) \$ \_\_\_\_\_**
- Location 16: DPS Garage, 511 E. Auburn  
(Lump Sum) \$ \_\_\_\_\_**
- Location 17: Walton Boulevard  
(Lump Sum) \$ \_\_\_\_\_**

Services may be added or deleted to the list during the contract term at the discretion of the City based upon the availability of budgeted funds.

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**TREE AND SHRUB CARE**

**(Services ONLY to be performed after vendor recommendation and prior authorization by Roger Rouse, or his designee)**

**(Lump Sum for each location)**

**Location 1: Rochester Hills Municipal Offices,  
1000 Rochester Hills Drive,  
plants in front of the  
building (Lump Sum) \$ \_\_\_\_\_**

**Location 2: Central Fire Station #1, 1111 Horizon Court, area  
around the perimeter of the building, including  
the islands in the lower (south) parking lot  
(Lump Sum) \$ \_\_\_\_\_**

**Location 3: Fire Station #2, 1251 E. Auburn (Lump Sum) \$ \_\_\_\_\_**

**Location 4: Fire Station #3, 2137 W. Auburn (Lump Sum) \$ \_\_\_\_\_**

**Location 5: Fire Station #4, 2723 Walton Blvd. (Lump Sum) \$ \_\_\_\_\_**

**Location 6: Fire Station #5, 251 E. Tienken (Lump Sum) \$ \_\_\_\_\_**

**Location 7: Environmental Education Center, 1115 W. Avon,  
NO herbicides or pesticides. Provide customized  
plant care program for this location  
(Lump Sum) \$ \_\_\_\_\_**

**Location 8: Van Hoosen Jones Cemetery, 570 E. Tienken  
(Lump Sum) \$ \_\_\_\_\_**

**Location 9: Hamlin Boulevard \$ \_\_\_\_\_**

**Location 10: Livernois Boulevard \$ \_\_\_\_\_**

**Location 11: Veterans' Memorial Pointe (Lump Sum) \$ \_\_\_\_\_**

**Location 12: Oakland County Sheriff's Office Sub-  
Station, 750 Barclay Circle (Lump Sum) \$ \_\_\_\_\_**

**Location 13: 52/3 District Court, 700 Barclay Circle  
(Lump Sum) \$ \_\_\_\_\_**

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**Location 15: Adams Road Boulevard  
(Lump Sum) \$ \_\_\_\_\_**

**Location 16: DPS Garage, 511 E. Auburn  
(Lump Sum) \$ \_\_\_\_\_**

**Location 17: Walton Boulevard  
(Lump Sum) \$ \_\_\_\_\_**

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**LIQUID NON-SELECTIVE RESIDUAL/SOIL STERILANT *Hyvar* (Dupont): Rock islands and cracks at asphalt/concrete interfaces.**

**Frequency: 1-time in the spring**

**Location 2: Central Fire Station #1,  
1111 Horizon Court,  
rock islands in front of building  
and rear of the building/garage area  
(per application—1-time in spring)                   \$ \_\_\_\_\_**

**Location 3: Fire Station #2, 1251 E. Auburn,  
rock islands on west side of building  
(per application—1-time in spring)                   \$ \_\_\_\_\_**

**Location 5: Fire Station #4, 2723 Walton Blvd.  
rock islands in rear of building  
near the generator and  
around the south tower  
(per application—1-time in spring)                   \$ \_\_\_\_\_**

**Location 13: 52/3 District Court, 700 Barclay Circle.  
rock islands  
(per application – 1-time in spring)                   \$ \_\_\_\_\_**

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**ON-CALL GRUB CONTROL SERVICES PER APPLICATION**

1. **Cost per lineal foot (per application on-call)**      \$ \_\_\_\_\_
  
2. **Cost per 1,000 square feet (other areas less than 1-acre) (per application on-call)**      \$ \_\_\_\_\_
  
3. **Cost per Acre (areas 1-acre or more) (per application on-call)**      \$ \_\_\_\_\_

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**ON-CALL SERVICES FOR VARIOUS PARKS**

**(Services ONLY to be performed ON-CALL if requested and arranged by the Parks Department)**

**LIQUID BROADLEAF WEED CONTROL + LIQUID OR GRANULAR FERTILIZER:  
Sportsfields turf and utility lawn areas.**

**%N:K nutrient analysis ratio of 1:1**

**3-5% phosphorous**

**50-70% of total nitrogen to be slow release material**

**1-2% Fe**

**.5-1% Mn**

**Apply at the rate required to yield 1-LB of actual nitrogen/1,000 square feet.**

- |            |  |                 |
|------------|--|-----------------|
| <b>1.</b>  | <b>Borden Park Soccer Fields #1-5 (per application on-call)</b>                            | <b>\$ _____</b> |
| <b>2.</b>  | <b>Borden Park Soccer: East Complex (per application on-call)</b>                          | <b>\$ _____</b> |
| <b>3.</b>  | <b>Borden Park Ballfields #1-4 (per application on-call)</b>                               | <b>\$ _____</b> |
| <b>4.</b>  | <b>Spencer Park Soccer Field (per application on-call)</b>                                 | <b>\$ _____</b> |
| <b>5.</b>  | <b>Spencer Park Ballfield (per application on-call)</b>                                    | <b>\$ _____</b> |
| <b>6.</b>  | <b>Spencer Park Beach House/Boathouse Lawns (per application on-call)</b>                  | <b>\$ _____</b> |
| <b>7.</b>  | <b>Spencer Park Entrance (per application on-call)</b>                                     | <b>\$ _____</b> |
| <b>8.</b>  | <b>Helen Allen Park (per application on-call)</b>  | <b>\$ _____</b> |
| <b>9.</b>  | <b>Avondale Park (per application on-call)</b>   | <b>\$ _____</b> |
| <b>10.</b> | <b>Cost per 1,000 square feet (other areas less than 1-acre) (per application on-call)</b> | <b>\$ _____</b> |
| <b>11.</b> | <b>Cost per Acre (other areas 1-acre or more) (per application on-call)</b>                | <b>\$ _____</b> |



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**%N:K nutrient analysis ratio of 3:1 or 2:1 (acceptable up to +/-4% maximum total allowable nutrient differential)**

**3-5% phosphorous**

**20-40% of total nitrogen to be slow release material**

**1-2% Fe**

**Apply at the rate required to yield 1-LB of actual nitrogen/1,000 square feet.**

- |            |  |                 |
|------------|--|-----------------|
| <b>1.</b>  | <b>Borden Park Soccer Fields #1-5 (per application on-call)</b>                            | <b>\$ _____</b> |
| <b>2.</b>  | <b>Borden Park Soccer: East Complex (per application on-call)</b>                          | <b>\$ _____</b> |
| <b>3.</b>  | <b>Borden Park Ballfields #1-4 (per application on-call)</b>                               | <b>\$ _____</b> |
| <b>4.</b>  | <b>Spencer Park Soccer Field (per application on-call)</b>                                 | <b>\$ _____</b> |
| <b>5.</b>  | <b>Spencer Park Ballfield (per application on-call)</b>                                    | <b>\$ _____</b> |
| <b>6.</b>  | <b>Spencer Park Beach House/Boathouse Lawns (per application on-call)</b>                  | <b>\$ _____</b> |
| <b>7.</b>  | <b>Spencer Park Entrance (per application on-call)</b>                                     | <b>\$ _____</b> |
| <b>8.</b>  | <b>Helen Allen Park (per application on-call)</b>  | <b>\$ _____</b> |
| <b>9.</b>  | <b>Avondale Park (per application on-call)</b>   | <b>\$ _____</b> |
| <b>10.</b> | <b>Cost per 1,000 square feet (other areas less than 1-acre) (per application on-call)</b> | <b>\$ _____</b> |
| <b>11.</b> | <b>Cost per Acre (other areas 1-acre or more) (per application on-call)</b>                | <b>\$ _____</b> |

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**LIQUID NON-SELECTIVE WEED CONTROL: *Roundup QuikPro* (Monsanto):** Ballfield infields, warning tracks & fence lines. *Confine treatment to limits of infields and warning tracks. Treatment areas to be defined by Park Staff. Apply in a manner to produce clean and uniform edges at turf and infield/warning track interfaces and fence lines.*

1. Borden Park #1-4 (per application on-call) \$ \_\_\_\_\_
  
2. Avondale Park (per application on-call) \$ \_\_\_\_\_
  
3. Helen Allen Park 1 & 2 (per application on-call) \$ \_\_\_\_\_
  
4. Cost per 1,000 square feet (other areas less than 1-acre) (per application on-call) \$ \_\_\_\_\_
  
5. Cost per lineal foot (per application on-call) \$ \_\_\_\_\_

**LIQUID NON-SELECTIVE RESIDUAL/SOIL STERILANT *Hyvar* (Dupont):** Rock islands and cracks at asphalt/concrete interfaces.

1. Borden Park (per application on-call) \$ \_\_\_\_\_
  
2. Avondale Park (per application on-call) \$ \_\_\_\_\_
  
3. Cost per 1,000 square feet (other areas less than 1-acre) (per application on-call) \$ \_\_\_\_\_
  
4. Cost per lineal foot (per application on-call) \$ \_\_\_\_\_

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**GRANULAR INSECTICIDE: Sportsfields turf and utility lawn areas.**

**Curative: *Dylox, Sevin, Diazinon***

**Proposed product & formulation:** \_\_\_\_\_

**Proposed application rate:** \_\_\_\_\_

**Cost per 1,000 square feet (areas less than 1-acre) (per application on-call)** \$ \_\_\_\_\_

**Cost per Acre (areas 1-acre or more) (per application on-call)** \$ \_\_\_\_\_

**Preventative: *Merit, Mach II***

**Proposed product & formulation:** \_\_\_\_\_

**Proposed application rate:** \_\_\_\_\_

**Cost per 1,000 square feet (areas less than 1-acre) (per application on-call)** \$ \_\_\_\_\_

**Cost per Acre (areas 1-acre or more) (per application on-call)** \$ \_\_\_\_\_

**SEASONAL LAWN CARE PROGRAM; COMPLETE**

**Early Spring (Late April):**

Fertilizer (#2 or approved alternate) + pre-emergent crabgrass control; broadleaf weed control when required (spot-treatment acceptable). DELETE pre-emergent during over-seeding operations.

**Late Spring (Late May/Early June):**

Fertilizer (#1 or approved alternate); broadleaf weed control when required (spot-treatment acceptable).

**Late Summer (Late August/Early September):**

Fertilizer (#1 or approved alternate); broadleaf weed control when required (spot-treatment acceptable).

**Late Fall (Late October/Early November):**

Fertilizer (#2 or approved alternate); broadleaf weed control when required (spot-treatment acceptable).

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**SEASONAL LAWN CARE PROGRAM FERTILIZER PRODUCTS: GENERAL  
GUIDELINES**

**#1**

%N:K nutrient analysis ratio of 1:1

0-5% phosphorous

50-70% of total nitrogen to be slow release material

1-2% Fe

Apply at the rate required to yield 1 LB of actual nitrogen/1000 SQ FT

**#2**

%N:K nutrient analysis ratio of 3:1 or 2:1 (acceptable up to +/- 4% maximum total allowable nutrient differential)

3-5% phosphorous

20-40% of total nitrogen to be slow release material

1-2% Fe

Apply at the rate required to yield 1 LB of actual nitrogen/1000 SQ FT

*Insecticide treatments only on request as required and described above.*

- |   |                 |
|---|-----------------|
| <b>1. Spencer Park Beach House/Boathouse Lawns<br/>(per application on-call)</b>            | <b>\$ _____</b> |
| <b>2. Spencer Park Entrance (per application<br/>on-call)</b>                               | <b>\$ _____</b> |
| <b>3. Spencer Park Soccer Field (per application<br/>on-call)</b>                           | <b>\$ _____</b> |
| <b>4. Spencer Park Ballfield (per application<br/>on-call)</b>                              | <b>\$ _____</b> |
| <b>5. Helen Allen Park (per application on-call)</b>  | <b>\$ _____</b> |
| <b>6. Avondale Park (per application on-call)</b>   | <b>\$ _____</b> |
| <b>7. Cost per 1,000 square feet (areas less<br/>than 1-acre) (per application on-call)</b> | <b>\$ _____</b> |
| <b>8. Cost per Acre (areas 1-acre or more)<br/>(per application on-call)</b>                | <b>\$ _____</b> |

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**VENDOR QUESTIONNAIRE**

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

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

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

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

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

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

**Type of Organization:** (Circle One)

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

**How many years has your company been providing plant health and lawn care services?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**How many employees does your company employ?**

**Full-time employees:** \_\_\_\_\_ **Part-time employees:** \_\_\_\_\_

**Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Is your company endorsed by the Michigan Green Industry Association as being a lawn care service provider meeting the endorsement requirements of the Healthy lawn Care Program for Watershed Protection?** \_\_\_\_\_

**Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their licenses, registrations or certifications. Include educational background of principals and those who will be working on the project.**

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**How many clients does your company currently serve with the type of services described? Provide a list.**

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**Based on your current resources, are you available to begin work in April 2009 and continue through November/December 2009?**

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**Provide a proposed schedule for the performance of the plant health and lawn care services specified.**

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**List names of employees who carry a license for the application of plant herbicides.**

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**Provide a list of any subcontractors who are utilized by your company.**

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**Provide a detailed Methodology (Work Plan or Company Management Program) for landscaping services. Include specific plans and strategies for the City Plant Health and Lawn Care Program, including initial plant health survey, monitoring (scouting), control techniques (cultural, biological and chemical), testing and fertilizing.**

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**Describe method of reporting findings, actions taken and providing recommendations.**

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**Provide evaluation of treatments (record keeping), including accuracy of diagnosis, efficacy of treatment and cost effectiveness.**

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**Provide a description of your company's philosophy relative to plant health and lawn care services.**

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**What is your company's realistic guarantee of plant health?**

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**Can you meet the City's insurance requirements?      Yes \_\_\_\_\_ or No \_\_\_\_\_**

**Have you provided a completed W-9?                      Yes \_\_\_\_\_ or No \_\_\_\_\_**

**Have you provided a signed Hold Harmless agreement?    Yes \_\_\_\_\_ or No \_\_\_\_\_**

**Additional Information/ Points not addressed:**

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The proposer, in submitting this proposal, agrees that the proposer shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the proposer. Proposer shall submit, along with their proposal, a list of their equipment for City inspection. Proposer shall execute a contract awarded on the basis of this proposal within ten (10) days after being notified to proceed with work.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide plant health and lawn care services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product and/or services.

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

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City of Rochester Hills.

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

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

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

PRODUCER

ABE INSURANCE AGENCY  
123 MAIN STREET  
SOMEWHERE, U.S.A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A MAJOR INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

DEF CONSTRUCTION COMPANY  
456 MAIN STREET  
SOMEWHERE, U.S.A.

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	123456789	00-00-2000	00-00-2000	GENERAL AGGREGATE \$ 000,000
					PRODUCTS - COMP/OP AGG \$ 000,000
					PERSONAL & ADV INJURY \$ 000,000
					EACH OCCURRENCE \$ 000,000
					FIRE DAMAGE (Any one fire) \$ 00,000
					MED EXP (Any one person) \$ 0,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	234567890	00-00-2000	00-00-2000	COMBINED SINGLE LIMIT \$ 000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	123456789	00-00-2000	00-00-2000	EACH OCCURRENCE \$ 000,000
					AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	345678902	00-00-2000	00-00-2000	STATUTORY LIMITS
					EACH ACCIDENT \$ 000,000
					DISEASE - POLICY LIMIT \$ 000,000
					DISEASE - EACH EMPLOYEE \$ 000,000
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured: General Liability & Vehicle Liability: 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.

CERTIFICATE HOLDER

CITY OF ROCHESTER HILLS  
1000 ROCHESTER HILLS DRIVE  
ROCHESTER HILLS, MICHIGAN 48309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND BY MAIL~~ 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND SHALL BE RESPONSIBLE FOR SUCH NOTICE ONLY IN CASE OF OMISSION OR MISTAKE~~ ~~BY ANY COMPANY OR ANY OTHER PARTY~~

AUTHORIZED REPRESENTATIVE

(SIGNED)

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,