



REQUEST FOR PROPOSALS FOR FUEL DISPENSER
REPLACEMENT AT DEPARTMENT OF PUBLIC SERVICES
MAINTENANCE FACILITY
RFP-RH-10-024

The City of Rochester Hills is soliciting proposals from qualified firms experienced in fuel dispenser replacement for the delivery and installation of fuel dispensers at the City of Rochester Hills Department of Public Services Maintenance Facility. Sealed proposals will be received by the City of Rochester Hills at the Fiscal/Purchasing Office, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 until **3:00 P.M.** Local time, **WEDNESDAY, JUNE 2, 2010**, at which time and place the names of proposers will be publicly read aloud.

A pre-proposal/walk through meeting will be held on TUESDAY, MAY 18, 2010 at 10:00 a.m. at the City of Rochester Hills Department of Public Service, located at 511 East Auburn Road, Rochester Hills, Michigan (north off of Auburn Road, east of Rochester Road) for contractors to familiarize themselves with the conditions of the site and equipment. It shall be the responsibility of the Contractor to determine and provide all materials required and incorporate all such items in their cost proposal.

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select City Services, Purchasing and Vendor Registration 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 bid on or before the date and time given above to:

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

All proposals (4 copies) must be submitted in a Sealed Envelope marked "**RFP – FUEL DISPENSER REPLACEMENT**".

City of Rochester Hills
Dated at Rochester Hills, Michigan
This 11th day of May 2010

BACKGROUND INFORMATION

The City of Rochester Hills is a residential community in Oakland County, Michigan, and covers 36 square miles of suburban community. Rochester Hills is located 30 miles north of Detroit. The City's population exceeds 70,000.

The Fleet Division of the Department of Public Services (DPS) is responsible for providing and maintaining the City-owned fleet of machinery, equipment, and vehicles in a safe and proper functioning condition. The Fleet Division inventories and distributes gasoline and diesel fuel, auto and truck parts, safety gear, clothing, supplies, and tools as needed to various departments. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

SCOPE OF WORK

The City of Rochester Hills is accepting proposals from qualified firms experienced in fuel dispenser replacement. The successful proposer shall provide all equipment, labor and materials necessary for replacement of the fuel dispensers. All work shall be performed in a professional manner and shall be in compliance with all City, State, Federal and EPA regulations.

It is the City's intent to contract with an experienced and licensed contractor to remove three (3) existing fuel dispensers and replace with new fuel dispensing equipment. Two (2) dispensers are diesel and one (1) is unleaded.

It is expected that the Contractor provide all materials required for this contract and install, test and certify the three (3) replacement fuel dispensers. The fuel dispensers are located at the Department of Public Services Maintenance Facility, 511 East Auburn Road, Rochester Hills, Michigan, 48307. The City expects the selected vendor to provide a turn-key solution, which will include all necessary electrical services or upgrades, hoses, swivels, break away fittings, shut-off nozzles, concrete work and any other materials/services required to complete this project.

The City is aware of the following tasks that need to be completed for replacement of fuel dispensers:

- Removal and disposal of three (3) existing fuel dispensers. Current dispensers are Gasboy Model Number 9153RDXTW1C. The dispensers were installed in 1996.
- Provide and install three (3) new dual hose fuel dispensers (2 diesels, 1 gasoline) with galvanized frames and stainless steel cabinets. Due to the corrosive nature of snow and ice control chemicals transported by the city's vehicles and also the close proximity of the storage of these materials near the fuel dispensers it is the City's intention to purchase the most corrosive resistant dispensers available.
- New dispensers shall be connected to and work with the City's existing Veeder Root TLS 350 fuel monitoring system and TRAK Engineering Sentry Gold Fuel Management System.
- Site work access hours will be from 7:00 AM – 3:30 PM Monday-Friday.
- Contractor will provide all necessary safety precautions during the process and shall preserve the integrity of the fuel, tanks, pumps, wiring, plumbing and other existing equipment.
- Contractor will coordinate installation to coincide with the City's operational schedule to minimize fuel service disruptions.

It shall be the responsibility of the Contractor to determine quantities of any special materials required and incorporate any such items in his/her cost.

The Contractor will be responsible for removing from City property and disposing off site in accordance with all Local, State, Federal and all EPA regulations all fuel dispensing equipment which will not be re-utilized.

Proposers are encouraged to visit the site prior to submitting a proposal to become familiar with the conditions and location of the fuel dispensers. It shall be the responsibility of the bidder to become familiar with the premises specified and the work to be performed according to the specifications.

GENERAL SPECIFICATIONS

The City of Rochester Hills requires that the area surrounding the dispensers be protected from damage that could occur while removing and replacing fuel dispensers. The successful bidder will be responsible for the materials to provide this protection. Special care should be taken to protect the surrounding work area at all times.

PART 1—SAFETY

- A. All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades and other safety equipment, as necessary.
- B. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his 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 and restore area to original condition. Otherwise the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's invoice.
- C. Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of City business. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use of facilities, roads, driveways, sidewalks or building entrances except with prior written authorization by the City of Rochester Hills.
- D. Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the City of Rochester Hills.

PART 2—QUALITY ASSURANCE

- A. The Contractor shall maintain continuously a competent superintendent on the project, satisfactory to the Owner, with authority to act for him in all matters pertaining to the work.
- B. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the Owner's representative for material and equipment storage.

- C. All parts and materials shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service.
- D. Any materials provided and labor shall carry standard warranty coverage. Proposer shall state terms and conditions of warranty for all products in its proposal. Products shall be free from defects in material and workmanship from the date of their original purchase, for normal commercial use and for applicable warranty period specified. Products will conform to specifications, drawings and other descriptions and to accepted samples, will be merchantable, and if ordered for a specific purpose, will be fit for such purpose. Vendor shall repair or replace within 48 hours, without charge to the original purchase, any product or part thereof which fails as the result of such a defect during the warranty period.

PART 3—DELIVERY, STORAGE, AND HANDLING

- A. Deliver components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Store and handle materials to prevent damage and deterioration.
- C. Contractor is responsible for any breakage of equipment on the job site due to dropping or mishandling on the part of the contractor.

PART 4—PROJECT CONDITIONS

- A. The bidder acknowledges that he has examined the site, plans and specifications, and the submission of a proposal shall be considered evidence that examination has been made.
- B. All work shall be completed according to manufacturer's instructions, specifications, and standard trade practices.
- C. The contractor shall field verify all quantities, measurements, dimensions, and existing conditions. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this proposal document. There will be no change orders based on mistaken quantity, count, measurements or dimensions.

PART 5—CODES AND STANDARDS

- A. The entire installation shall fully comply with all local and state laws and ordinances and with all established codes applicable thereto.
- B. All work shall be performed by an appropriately licensed technician.
- C. Any permits for the installation of construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. He shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.
- D. In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Owner's authorized representative, the Contractor shall notify the Owner's authorized

representative at least twenty four hours in advance of the time when such inspection and/or direction is required.

- E. Any necessary alterations to the project needed because of failure of the Contractor to have the required inspections shall be performed at the Contractor's own expense.

PART 6—PROPOSERS RESPONSIBILITY

- A. It shall be the responsibility of the bidder to become familiar with the premises specified and the work to be performed according to the specifications.
- B. By submitting a proposal, the proposer acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water and electric power. Any failure of the proposer to acquaint himself/herself with the available information will not relieve him/her for responsibility for properly estimating the cost of successfully performing the work. The City of Rochester Hills shall not be responsible for any conclusions or interpretations made by the contractor of information made available by the City of Rochester Hills.

PART 7—FINAL CLEANUP

- A. The work shall not be considered as completed, nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Fleet Manager. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.

PART 8—PRICES AND PRICE ADJUSTMENTS

- A. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices/discounts shall remain firm for the duration of the contract unless otherwise stipulated.
- B. Prices shall be stated in units of quantity specified in the Proposal document. In case of a discrepancy in computing the amounts of the bids, the unit price bid will govern.

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 contractor selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to:

1. Quality of Product Offered

Proposer should clearly identify all product components. To include the ability of dispensers to withstand the environmental conditions encountered at the fueling site.

2. Experience and Qualifications

Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. Company shall have personnel who have experience with similar projects as described herein as well as experience in working with government. Provide information on technical training and education of staff assigned to this project.

3. Methodology/Work Plan

Provide the company's detailed scope of work to be performed and all equipment and services proposed to be provided to complete all work for the project to meet the City's needs. Demonstrate what the City can expect should the company be selected.

4. Comparable Projects

Provide a list of comparable projects and contracts that have been successfully completed by your company. The information should reflect the firm's experience in similar projects, including work done in the State of Michigan.

5. Cost

Cost Proposal per Proposal Form

GENERAL CONDITIONS

All proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Rochester Hills 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 selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills.

The City of Rochester Hills reserves the right to interview 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 and experienced provider(s) determined in the evaluation process. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed services which best meet its required needs, quality levels and budget constraints.

The City is not required 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 services, of which qualifications, experience, methodology, comparable projects or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.

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 120 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

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. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right 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 specifications must be noted in the proposal.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of:

Lisa Cummins, CPPB
Purchasing Analyst
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48307
248-841-2537
cumminsl@rochesterhills.org

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those city employees designated above for appropriate review and response.

Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

The City of Rochester Hills shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason 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 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.

No contract may be assigned, sublet or transferred without the written consent of the City of Rochester Hills. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor 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.

The contractor will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, except as may otherwise be specified as “furnished by the City.” All work shall meet with the approval of the Fleet Supervisor or his authorized representative, as conforming to the provisions and requirements of this contract.

The contractor will supervise and direct the work efficiently with due care, skill and attendance. The contractor will be responsible to ensure that the finished work complies accurately with the specifications.

It shall be the proposers’ 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 bidders shall be bound by such changes or addenda.

Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The Purchasing Division and City staff are restricted from giving any information relative to 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.

Payment

The awarded Contractor shall be required to submit authentic, accurate and itemized invoices for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered. Payment is net 30 days.

Insurance Requirements:

The proposer 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.

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 , Personal 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. 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.

4. 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.
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.”
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.

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 attorney fees and costs 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.

INSTRUCTIONS TO PROPOSERS

- The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive.
- Supplemental information may be attached to your proposal.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed

for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal **must** be made in writing prior to **Friday, May 21, 2010 at 12:00 (noon)**, at which time a response will be prepared and forwarded to all vendors.

- Four (4) copies of the proposal shall to be completed in legible form, preferably typewritten.
- PLEASE MARK YOUR ENVELOPES. “**RFP –FUEL DISPENSING EQUIPMENT**”.
- **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- TIMELY SUBMITTAL: Proposals are accepted until **Wednesday, June 2, 2010 at 3:00 P.M.** Late submittals will not be accepted.
- The City of Rochester Hills reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the City of Rochester Hills.

**NOTICE OF INTENT TO ACCEPT PROPOSALS
FOR FUEL DISPENSER EQUIPMENT AT DEPARTMENT OF PUBLIC SERVICE
MAINTENANCE FACILITY
RFP-RH-10-024
VENDOR QUESTIONNAIRE**

Date: _____

Firm Name: _____

Address: _____

City: _____

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 fuel dispensing equipment?

How many clients does your company currently serve with the type of equipment described? Please include a listing of clients within the State of Michigan.

Please provide a list of client references (at least 5 comparable projects only). Include name, address, phone number, contact person and briefly describe scope of services performed.

How many employees does your company employ?

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

Please give a complete description of the project and services that you will provide for the City.

Provide a work plan for the services to be performed for the City of Rochester Hills.

Provide a detailed description of the dispensing equipment you are proposing. Attach a copy of the manufacturer data/specification sheets for all equipment proposed.

Explain why the proposed equipment will best meet the City's needs.

What is your experience with maintaining fuel dispensing equipment as described in this proposal?

What is the approximate time frame for completion of the project? Please state approximate start time (in days) after award of contract.

What are the qualifications of your staff to be assigned to this project including the primary contact to be assigned?

Will subcontractors be utilized on this project? If so, please identify name of company and scope of work.

What is the guarantee/warranty on the fuel dispenser equipment?

Describe your firm's maintenance and support policy.

What is the average response time for service calls? Identify the process to place service calls, including after-hour calls.

Provide copy of contract, if required.

Contract Provided: **Yes**_____ **No**_____

Ability to meet insurance requirements.

Yes_____ **No**_____

**NOTICE OF INTENT TO ACCEPT PROPOSALS
FOR FUEL DISPENSER EQUIPMENT AT DEPARTMENT OF PUBLIC SERVICE
MAINTENANCE FACILITY
RFP-RH-10-024
COST PROPOSAL FORM**

Cost Proposal: Fuel Dispensers

Location: Department of Public Services Maintenance Facility

**TOTAL COST PROPOSAL FOR TURN KEY SOLUTION FOR FUEL DISPENSER
REPLACEMENT: \$ _____***

*All inclusive price which includes the removal and disposal of any existing equipment, purchasing and installation of all new equipment, all associated freight and delivery charges, all applicable costs associated with labor, travel time, per diem, materials, supplies, equipment, insurance, inspection services (as applicable) for a “turn key” project.

Standard Manufacturer warranty offered: _____ months

Extended Warranty Offered: _____ years

Annual Extended Warranty Cost per year: \$ _____

Days to deliver ARO: _____ days

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide fuel dispenser replacement at the Department of Public Services Facility as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred and 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.

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: _____

Address: _____ **City/State/Zip Code:** _____

Telephone Number: _____ **Fax Number:** _____

E-Mail Address: _____