



City of Rochester Hills
Solicitation for Quotation
Third Party Class A and Class B
UST Operators, Class C Operator Training
and Tank Inspection and Repair Services
SFQ-RH-12-085

The City of Rochester Hills is accepting quotations from qualified and experienced vendors to provide Third-Party Class A and B Operator Services, Class C Operator Training, and Tank Inspection and Repair Services to satisfactorily support the City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART (Suburban Mobility Authority for Regional Transportation). Contractor must furnish all labor, materials, tools, equipment and supervision to perform the requested services. The term of this blanket will be for two (2) years with three (3), one (1) year options to renew.

If you are interested in providing a quotation, please fill in the following information and mail or fax back no later than the **due date of October 30, 2012 @ 5:00 p.m., local time**. All quotations should be directed to the attention of: Lisa Cummins, CPPB, Senior Purchasing Analyst, Phone: 248.841.2537; Fax 248.608.8178, City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

Questions are to be directed to Lisa Cummins, CPPB, Senior Purchasing Analyst, Phone: 248.841.2537; **questions regarding the quotation must be made in writing prior to Thursday, October 18, 2012, at 10:00 a.m.**, local time, at which time a response will be prepared and forwarded to all vendors as an amendment, or an addendum to the SFQ, if such information would be of significance to uninformed vendors.

The City of Rochester Hills officially distributes quotation documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of quotation documents obtained from any other source are not considered official copies. Only those vendors who obtain quotation 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, enter site, click on **Government Services, Departments**, click on **Purchasing**, click on **Vendor Registration**, and click on the **link to the MITN website**. Final quotation results will be posted on the MITN website after award.

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

Project Description.

The City of Rochester Hills (on behalf of themselves, City of Dearborn, City of Farmington Hills, City of Madison Heights, and the SMART, collectively known as the "Agency" or "Agencies") is acting as the lead agency in the cooperative solicitation for Third-Party UST Class A and Class B Operators and Tank Inspection and Repair Services.

General Conditions.

No Quotation 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, Agencies upon any debt or contract, or that is in default as



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surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills, or Agencies.

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

Appropriate insurance coverage shall be maintained during the length of the contract. The successful Vendor shall hold the City harmless and provide a signed Hold Harmless agreement, acceptable to the Agencies, prior to the award of the contract.

All vendors are held to prices as proposed for 90-days, or award, whichever comes first, except the successful Vendor whose prices shall remain firm through contract expiration. Additional costs, such as mileage and fuel surcharges are prohibited.

It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

Award of Purchase Order.

The Agencies reserve the right to reject any and all quotations, and to waive any defect or irregularity in the quotations. The Agencies reserve the right to accept and separate items in the quotation and to accept the quotation that, in the opinion of the Agencies, is to the best advantage and interest of the public it serves.

The quotation will be awarded to that responsible, responsive vendor whose quotation, conforming to this solicitation, will be the most advantageous to the Agencies, with qualifications, experience, comparable projects, work plan and price considered in the evaluation process and award of a contract.

Invoice and Payment Terms.

Payments will be made after the services have been:

- Completed and approved by the agency.
- Inspected and found to comply with all specifications and be free of damage or defect.
- Properly invoiced.

All invoices and associated correspondence with a purchase should reference the purchase order number. Invoices should be submitted to the City of Rochester Hills, Accounting Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, or as designated by each Agency. Partial payments are not authorized on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Taxes.



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The City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART is exempt from all sales, excise and transportation taxes; do not include such taxes in the quotation figures. Any unit prices in the quotation shall be exclusive of all such taxes, and will be so construed. The Agency will furnish the successful vendor with a tax exemption certificate when requested.

Fiscal Non-Appropriation Clause.

In the event sufficient budgeted funds are not available for a new fiscal period, the Agency 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 Agency.

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 Agency shall be entitled to terminate without further cost or liability. The Agency may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

Michigan Freedom of Information (FOIA).

All costs incurred in the preparation and presentation of this quotation, 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 this Quotation is not assured.

Material Safety Data Sheets.

Vendor must provide Material Safety Data Sheets (MSDS) for each chemical applied under these specifications.

Workmanship.

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 Agency's authorized representative, as conforming to the provisions and requirements of this contract. The Vendor will provide all necessary equipment; and competent, suitable and qualified personnel to perform the work required.

Correction of Work.



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The successful Vendor will promptly correct all work rejected by the Agency as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful Vendor will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the Agency and the selected Vendor.

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

Safety.

The Contractor shall assure that its employees have received safety training.

All work shall be done in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinance, as well as OSHA and MIOSHA guidelines in effect at the time of the award of the contract. All licenses required by the State of Michigan, and/or the City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART which are necessary to perform this work, must be obtained prior to the award of a contract.

The Contractor shall provide for the protection of the public, Agency employees and the Contractor's own workers from work-related hazards.

Damages.

The Contractor shall take all necessary measures to prevent damage to Agency's buildings and grounds. The Contractor shall be responsible for damage to the Agency'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 Agency shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

Termination.

The City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART 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



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of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART will be solely responsible for determining acceptable performance levels. The City of Rochester Hills City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART reserves the right to re-award the contract to the second most qualified quotation, re-quote the contract or do whatever is deemed to be in its best interest.

Assignment.

This 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 Agencies. Before any consent is given, the successful vendor and its assignee shall bring current all monies owed to the Agency. No consent shall be given by the Agency unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

Use of City Premises.

The Contractor shall confine his equipment, apparatus, the storage of materials and operation of his/her employees to the limit indicated by law, ordinances, permits or directions of the Agency and shall not unnecessarily encumber the premises with his/her materials or equipment. Contractor shall store his/her materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his work, the work of other contractors or the operation of Agency business.

Examination of Work Sites.

Before submitting a quotation, each Vendor shall read the specifications and all other documents, if any. Each Vendor shall fully inform himself/herself prior to submitting a quotation as to existing conditions and limitations under which the work is to be performed, and shall include in his/her quotation sums to cover the cost of items necessary to perform the work as set forth in the documents. No allowance will be made to a Vendor because of lack of examination or knowledge. The submission of a quotation will be considered as conclusive evidence that the Vendor has made such examination.

Non-Discrimination.

Contracts for work under this quotation 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, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on



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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.

Cleaning.

The contractor shall at all times keep the Agency's premises and the adjoining premises, driveways and streets clean of rubbish caused by the contractor's operation and at the completion of the work shall remove all rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises and shall leave the work area clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the Agency may cause such cleaning to be done by others and charge the cost of same to the contractor.

Contractor shall remove all rubbish and debris from the Agency's property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

Security.

The Contractor shall confine his/her work to the area assigned in this project. Contractor's personnel shall respect and adhere to all orders from the Agency's authorized representative. Services can only be performed at times scheduled by the Agency's Authorized Representative.

Contractor must, prior to commencing any work on the fuel tank contact each Agency to make arrangements for scheduling; failure to do so may result in the unavailability of access.

City of Rochester Hills
Bruce Halliday, Fleet Manager
248-841-2659
hallidayb@rochesterhills.org

City of Farmington Hills
Primary Contact:
Jerry Brock, Fleet and Facilities Maintenance Supervisor
248-871-2872
jbrock@fhgov.com

Secondary Contacts:
Kim Ried
248-871-2871
kried@fhgov.com



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Kevin McCarthy, DPW Superintendant
248-871-2858
kmccarthy@fhgov.com

City of Dearborn
Robin Michalski
michalski@ci.dearborn.mi.us
313-943-2419

City of Madison Heights
Terry McGran, Motor Pool Supervisor
248-589-2294
terrymcgran@madison-heights.org

SMART

SMART Oakland Terminal
Keith Taylor, Superintendent of Maintenance
248-362-4688
ktaylor@smartbus.org

SMART Macomb Terminal
Steve Dobbins, Terminal Manager
586-791-5949
sdobbins@smarbus.org

SMART Wayne Terminal
Darren Beach, Terminal Manager
313-477-1865
dbeach@smarbus.org

It will be the Contractor's responsibility to perform work so as not to interfere with the normal operation of the Agency's business. Where applicable, Contractors must present themselves to the Agency representative each day that work is performed and indicate where the work is to be performed. At the end of each day on site, Contractor's representative must identify areas cleaned. The Agency's representative will conduct an inspection on a daily basis or at a frequency at the discretion of the Agency.

Scope of Work.



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The following list is each entity’s facility description. Location and MDEQ ID number are provided to assist in guiding the Contractor as to the type of facility they may encounter in relation to the services described below.

City of Rochester Hills
 DPS Maintenance Facility
 511 East Auburn Road
 Rochester Hills, MI 48307
 Facility ID 00000256

City of Dearborn
 Site 1
 Greenfield DPW Yard
 2951 Greenfield
 Dearborn, MI 48120
 Facility ID 00004333

City of Dearborn
 Site 2
 Police Station
 16099 Michigan Avenue
 Dearborn, MI 48126
 Facility ID 00004336

City of Dearborn
 Site 3
 Central Garage
 2650 Greenfield
 Dearborn, MI 48120
 Facility ID 00004335

City of Farmington Hills
 Site 1
 City Hall/Police Department
 31655 Eleven Mile Road
 Farmington Hills, MI 48336
 Facility ID 00002812

City of Farmington Hills
 Site 2
 DPW
 27245 Halsted
 Farmington Hill, MI 48331
 Facility ID 00018566

City of Farmington Hills
 Site 3
 Parks and Golf Maintenance
 38111 Interchange Dr
 Farmington Hills, MI 48336
 Facility ID 00041268

City of Madison Heights
 Site 1
 Police Dept
 280 W. 13 Mile Road
 Madison Heights, MI 48071
 Facility ID

City of Madison Heights
 Site 2
 DPS
 801 Ajax Dr
 Madison Heights, MI 48071
 Facility ID



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<u>SMART</u>	<u>SMART</u>	<u>SMART</u>
Site 1 SMART Oakland Terminal 2021 Barrett Dr Troy, MI 48084 Facility ID 00017226	Site 2 SMART Macomb Terminal 22900 15 Mile Road Clinton Township, MI 48035 Facility ID 00017224	Site 3 SMART Wayne Terminal 30000 Industrial Drive Inkster, Mi 48141 Facility ID 00017223

Item 1- Third Party Class A Operator Services

Class A Operator will be the person who has primary responsibility to operate and maintain the Agencies Underground Storage Tank System and ensure Compliance with MDEQ Requirements and the Federal Energy Policy Act of 2005.

Class A Operators will be responsible for providing all of the following to Agencies:

- Manage resources and personnel, such as establishing work assignments to achieve and maintain compliance with regulations.
- Ensure that appropriate individuals do the following:
 - o Properly operate and maintain the underground storage tank system
 - o Maintain appropriate records
 - o Receive training to operate and maintain the tank system and keep records
 - o Properly respond to emergencies and/or alarms relating to spills, leaks or release from the underground storage tank system and make financial responsibility documents available as requested

Qualifications of Class A Operators shall include:

- Class A Operators must be trained and tested in basic underground storage tank system requirements
- Class A Operators must be certified and hold Class A Michigan UST System Operator Certification.
- Be able to make informed decisions and agency recommendation regarding compliance with MDEQ UST requirements

The successful vendor agrees to perform the services and fulfill the responsibilities of a Class A Operator as described in the Michigan Administrative Code, R 29.2108 (b) (1)-(8).

Item 2 – Third Party Class B Operator Services

Class B Operator will be the person who implements day-to-day aspects of operating, maintaining, and record keeping for the Agencies Underground Storage Tank System in accordance with MDEQ requirements and the Federal Energy Policy Act of 2005.

Class B Operators will be responsible for providing all of the following to Agencies:



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- Ensure that all requirements for leak or release detection methods, leak or release prevention equipment, record keeping and reporting are met.
- Ensure that all relevant equipment complies with performance standards and appropriate individuals are trained to properly respond to emergencies or alarms relating to spills, leaks or releases from the underground storage tank system.
- Perform quarterly inspections as required by MDEQ UST requirements. Report Card of inspection findings must be provided to the Agency. If during the inspection it is discovered that repairs need to be made to the tanks the Contractor will be required to be report their findings to the Agency's authorized representative prior to repairs being performed. **The agency is not required to utilize the operator's company to perform repairs. The agencies reserve the right to purchase and perform small fuel pump related part repairs (hoses, nozzles, filters, etc) as determined in their best interest.**

Qualifications of Class B Operators shall include:

- Class B Operators must be trained and tested in maintenance and operations of underground storage tank system requirements
- Class B Operators must be certified and hold Class B Michigan UST System Operator Certification
- Class B Operators must have knowledge of each sites equipment and understand regulatory requirements as it related to all components of the underground storage tank systems, materials of tank system components, methods of leak and release detection and prevention, operation and maintenance requirements.
- Class B Operators must be trained to address spill prevention, overflow prevention, leak and release detection, corrosion protection, emergency response, product compatibility, reporting and record keeping requirements.

The successful vendor agrees to perform the services and fulfill the responsibilities of a Class B Operator as described in the Michigan Administrative Code, R 29.2108 (c) (1)-(4).

Item 3 – Class C Operator Service (If requested by agency)

The agencies may wish to contract with the successful vendor to perform Class C Operator Training for their agency users. All Class C training must at a minimum include training on the following items and must be completed by a Michigan Certified Class A/B Operator:

- Identify UST Facility Components and Functions
- Identify Fuel Pump Emergency Shutoffs: Location and How to Use
- Identify Leak Detection Console: Warnings, Alarms, and Response
- Identify Evidence of a Possible Leak: How to Respond and Who the Emergency Contacts are
- How to Respond to Spills: Actions and Procedures
 - o Spill Logs: Location and Procedures
 - o Speed-Dri and Oil Absorbent Pads: Location, Use and How to Properly Dispose
- Safety and Other Emergency Actions: Procedures and Implementation



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At the end of the training the employee/user shall be issued a certificate of successful completion of Class C Operator Training. The certificate shall be signed by the Class A/B Operator Trainer for the agency to retain on file and make available to the MDEQ if requested.

All training must be performed and completed according to Michigan Administrative Code, R 29.2108(d) (1)-(4).

Optional Services

The agencies may wish to contract further with the successful vendor to perform pump repair and additional inspections services not included in the Class A and Class B operator responsibilities and are required by local, state, and federal regulations. Vendors wishing to propose on additional services for the agencies consideration are asked to submit with their quote a schedule of fees for any additional services they wish to offer to the agencies in relation to tank/pump repairs inspections.

1. Contractor shall remove all rubbish, debris and contaminated solids/liquids from the Agency property and legally dispose of it. Materials and debris must be administered in accordance with all applicable Federal, State and Local laws, regulations and ordinances, in compliance with all applicable regulations promulgated by the Federal Environmental Protection Agency (EPA) and the Michigan Department of Environmental Quality (MDEQ).
2. Contractor shall be solely responsible for the disposal of all rubbish, debris and contaminated solids/liquids removed from the Agency property and for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for disposal. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, including the Agencies and to save the Agencies harmless from any violation therefrom. The contractor further agrees to assume responsibility for paying all disposal fees for materials collect and disposed of. Reports/manifests of such disposal shall be provided to the Agency.
3. If the work to be performed requires the use of any product, which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with the quote.
4. The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient crew of workers, tools, materials and equipment to perform the work specified.
5. The Contractor shall submit a written report to the Fleet Manager, and/or designated agency representative documenting the work performed.
6. The Contractor shall be responsible for the conduct, discipline and appearance of all of his employees and equipment.



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7. Services can only be performed at times scheduled with the City's Fleet Manager, or Agency designated representative.
8. The Contractor shall confine his/her work to the area assigned in this project.
9. It will be the Contractor's responsibility to perform work so as not to interfere with the normal operation of the Agency's business.
10. The Agency will not be liable for damage to property due to the Contractor's negligence. The Contractor will be responsible for repairing any damage to any area not considered as part of the work.
11. The Contractor shall furnish all supervision, labor, insurance and supplies necessary to perform the specified services. The Contractor is responsible for providing proper equipment and trained personnel to fully execute the requirements of this contract.
12. The Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances and professional standards.

Points not addressed.

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

Insurance Requirements.

Contractor shall not commence work under this contract until he has obtained and submitted to the City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART, the insurance required under this paragraph. All coverages shall name the "City of Rochester Hills", or other named agencies as noted above as certificate holder and shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Rochester Hills, or other named agencies as noted above.

1. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of the contract Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable."



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2. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers liability coverage, in accordance with all applicable statutes of the State of Michigan. Sole Proprietors, not subject to the Workers' Disability Compensation Act of the State of Michigan, may submit an Affidavit. (Form may be obtained from the City.)
5. Pollution Insurance: The Contractor shall obtain coverage for the duration of this contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.
6. 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, (or other named agencies above), 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."
7. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 60 days written notice to the certificate holder named to the left."
8. Proof of Insurance Coverage: The Contractor shall provide the City of Rochester Hills and other named agencies above prior to execution of contracts, certificates and/or policies as listed below:
 - (1) Certificate of Insurance for Workers Compensation Insurance
 - (2) Certificate of Insurance for Commercial General Liability Insurance
 - (3) Certificate of Insurance for Vehicle Liability Insurance



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- (4) If so requested, certified copies of all policies mentioned above will be furnished.
9. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Rochester Hills, and other named agencies above at least ten (10) days prior to the expiration date.

These general requirements shall be incorporated in the entire agreement between the City of Rochester Hills, City of Dearborn, City of Farmington Hills, City of Madison Heights, and SMART and the Contractor. The contract shall be binding upon the parties hereto and their respective successors and assigns.



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Indemnification.

Notwithstanding any provision to the contrary contained herein, The Vendor shall, to the extent permitted by law protect, indemnify and hold Agencies, their Board of Directors, officers, employees and agents, and consultants, harmless from any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits, actions or proceedings, including expenses, costs, and attorneys fees, in the defense, settlement or satisfaction thereof for any injury, death, loss or damage to persons or property of any kind whatsoever arising out of or resulting from the negligent acts, errors, or omissions of the Vendor, including its officers, employees, servants, agents, subcontractors and suppliers. At the sole discretion of an affected Agency, the Vendor shall undertake at its own expense the defense of any such suit, action, or proceeding. The Vendor shall promptly notify an affected Agency of the notice or assertion of any such suit, action, or proceeding. An affected Agency will endeavor to furnish all reasonable assistance necessary for defending any such suit, action, or proceeding, and shall be repaid all reasonable costs incurred in doing so. An affected Agency maintains the right to select and pay for its own counsel. Indemnity and hold harmless requirements contained within this Section are in addition to any other such provisions contained within the Contract.

(Contractor Signature)

Company Name (Printed)

(Dated)



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EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK COOPERATIVE

The City of Rochester Hills is a member of MITN (Michigan Intergovernmental Trade Network Cooperative). If your company is awarded item(s) referenced in the Solicitation for quotation, the cooperative governmental entities may wish to use this contract and will issue a purchase order for the item(s) awarded in the bid proposal. Each entity is responsible for their own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

_____ If an award is made by the City of Rochester Hills, it is agreed that the contract will be extended to MITN and associate entities under the same prices, terms and conditions.

An extension proposal is attached which indicates the manner in which each entity will be added.

_____ Attached _____ Not Attached.

_____ Our company is **NOT** interested in extending the contract.



City of Rochester Hills
Solicitation for Quotation
Third Party Class A and Class B
UST Operators, Class C Operator Training
and Tank Inspection and Repair Services
SFQ-RH-12-085

QUOTATION RESPONSE FORM

Item 1: Class A Operator \$ _____ yearly fee
 Item 2: Class B Operator \$ _____ quarterly fee
 Item 3: Class C Operator Training

Option 1 (per session): Minimum No of attendees per course: _____
 Maximum No. of attendees per course: _____
 No. of Days Training: _____
 No. of Hours Training: _____
 Cost per session: \$ _____

OR

Option 2 (per attendee): Minimum No of attendees per course: _____
 Maximum No. of attendees per course: _____
 No. of Days Training: _____
 No. of Hours Training: _____
 Cost per attendee: \$ _____

Additional (Optional) Services

Has vendor submitted with their quote a schedule of fees for additional services? YES NO

The City of Dearborn requests pricing for the following:

Fuel Pump Calibration \$ _____ per pump

**Note: Tolerance for fuel pump calibration is plus or minus (+/-) six (6) cubic inches per five (5) gallons of product.*

Additional Costs

Labor Rate for Repairs

Labor rate (straight time, weekdays) \$ _____ hour
 Labor rate (overtime, evenings, weekends, holidays) \$ _____ hour

Surcharge to Contractor's cost for repair parts _____ %



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Note: The hourly labor rates (for repair work) quoted by the Contractor in his proposal shall include all wages, benefits, taxes on labor, superintendence, all insurance, use of Contractor's tools of the trade and equipment, Contractor's general expense, profits, and any other expense involved in the repair of UST tanks including travel.

Any proposes surcharge rate shall apply to the Contractor's cost for repair parts and shall include Contractor's general expense, profits and any other expense involved in the acquisition of repair parts. Additional fees not identified in this quotation will not be accepted nor paid.

Please identify the employees who will be responsible for performing third-party Class A operator's duties and contact information. Include a copy of the employee's Class A Michigan UST Operator Certificate with your quote submission.

Please identify the employees who will be responsible for performing third-party Class B operator's duties and contact information. Include a copy of the employee's Class B Michigan UST Operator Certificate with your quote submission.

Provide References: Provide at least three (3) references (include business name, contact person and telephone number).

Have you included a signed Hold Harmless Agreement?	Yes_____	No_____
Can you meet the City's Insurance requirements?	Yes_____	No_____
Have you provided a completed W-9?	Yes_____	No_____



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State any exceptions, substitutions or deviations from the City specifications along with reason for same below:

Additional Comments/Points Not Addressed:

Vendor Information.

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

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

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

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE _____ **FAX** _____

AUTHORIZED REPRESENTATIVE'S NAME: _____

SIGNATURE: _____ **TITLE:** _____

EMAIL ADDRESS: _____ **WEBSITE** _____

DATED: _____