

BIDDER GUIDE
Forestry and Garden Supplies UTC

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED:

 X **Pricing** is to be entered into the corresponding lines in the body of the RFQ

AND

The following documents must be completed and attached to your response. *Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for the rejection of your bid:*

 Reference Pages

 Subcontractor Information

 Experience Documentation

 Literature

 Warranty

Please refer to the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed. **ALL ATTACHMENTS MUST BE IN PDF FORMAT TO ATTACH.**

PLEASE NOTE – Per ORC Chapter 1703, to be awarded this bid you must show proof your company is registered and in good standing to do business in the State of Ohio through the Secretary of State or provide a certified statement that your company falls within one of the exemptions in the Ohio Revised Code Chapter 1703.02. To register or check the status of your company go to <https://www.ohiosos.gov/businesses/>

ANY QUOTE OR DOCUMENTATION SHOWING THE BID IS VALID FOR ANYTHING LESS THAN 180 DAYS WILL RENDER THE BID NON-RESPONSIVE

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION
NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

***To obtain a Contract Compliance number register at the City of Columbus Vendor
Services website: <http://vendors.columbus.gov/sites/public>***

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may terminate and may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety

or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Chapter 362 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Subsection (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Subsection (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this solicitation are considered public records and WILL be released when a public records request is

(INFORMATION FOR BIDDERS continued)

INFORMATION FOR BIDDERS

made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional,

willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

14. The City will not indemnify the contractor and is prohibited from doing so.
15. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
16. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.
17. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, epidemics, pandemics, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

WAGE THEFT PREVENTION

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

**City of Columbus, Department of Recreation and Parks
Forestry and Garden Supplies UTC
Detailed Specifications**

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** This proposal is to provide the City of Columbus with a Universal Term Contract to purchase Forestry and Garden Supplies to be used in the maintenance of the City's properties. The proposed contract will be in effect through September 30, 2029.
- 1.2 **Classification:** The successful bidder will provide and deliver Forestry and Garden Supplies including non-motorized hand tools and miscellaneous landscaping/nursery supplies. Bidders are asked to quote discounts off price list/catalog pricing. Bidders are required to show experience in providing this type of material and/or services as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of materials and/or warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.
- 2.3 References to a particular trade or manufacturer's model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies.

3.0 REQUIREMENTS

3.1 General Information:

- 3.1.1 **Term:** The proposed contract shall be in effect from initiation of contract up to and including September 30, 2029.
- 3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for one additional year, or portion thereof, at the same pricing and the same escalator clause.

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- 3.1.2 **Pricing:** Discount(s) quoted shall be firm for the duration of this contract. Bidder shall indicate on proposal page the price list and the percentage discount to be applied to price list. A copy of all price list(s) or website address(s) are to be included with this bid. If, during the contract period, a price schedule referenced in this bid is superseded by a new price schedule the Purchasing Office shall be notified of such change in writing. The prices reflected on the superseded price schedule shall remain in effect until the City receives the new schedule or until the effective date of the new schedule, whichever is latest. Price changes made universally to all supplier's customers on a supplier's punch-out catalog shall be exempted from this requirement. After application of any discount(s), all prices will be rounded to two digits after the decimal point following general rounding rules, being rounded down if the number is 4 or less or up if the number is 5 or more.
- 3.1.2.1 **Escalator Clause:** No adjustment of the discount shall be granted during the first twelve (12) months duration of an awarded contract. Thereafter no more than two such adjustments may occur during the life of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said adjustment in addition to the price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such adjustment is granted, no adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: City of Columbus Purchasing Office, 5th Floor, 77 N. Front St., Columbus, Ohio 43215.
- 3.1.2.2 **Price Documentation:** The supplier shall submit the following documentation with each request for an adjustment:
- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
 - 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and
 - 3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the commodities under the awarded contract.
- 3.1.2.3 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.

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- 3.1.3 **Quantity Estimate:** The City of Columbus estimates spending approximately Forty Five Thousand (\$45,000.00) annually in accordance with this contract. This is an estimate of the annual needs of the City under this contract and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City reserves the right to purchase up to twice the estimated quantity.
- 3.1.4 **Quality Standards:** The City intends to purchase new, unused and the most current model. The specifications describe a minimum acceptable requirement which a bidder has to meet. However, the bidder is allowed to exceed a minimum requirement where the excess enhances the function of the unit and which the City can accept. It is not acceptable for a bidder to exceed a maximum desired limit.
- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, go to page 36 of the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Offerors must document, and submit in a letter attached to the bid, their capability of providing the equipment and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
a) Length of the relationship
b) Level of the relationship
c) A brief history of the relationship
- 3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.
- 3.2.2.2 **Equipment / Warranty Service Information:** A description of the equipment/parts provided and type of warranty service that was provided.

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- 3.2.2.3 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:

https://www.youtube.com/channel/UCTIkkGNM7GHlITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd

3.3 Product Requirement Specifications:

3.3.1 Forestry and Garden Supplies Product Specifications

- 3.3.1.1 **Non-Motorized Hand Tools:** Short and long handled tools including and limited to: shovels, rakes, hoes, post hole diggers, scoop forks, hand pruners, pruning pole saws, shears, spades, machetes, carts, wheelbarrows, manual spreaders, lawn rollers and digging tools.

- 3.3.1.2 **Landscape and Nursery:** Products to be used in aiding with vegetation including and not limited to: Bamboo stakes, growing and germination mixes, films, weed barriers, tree mats, tapes, tags, and flags, netting, staking, webbing, watering bags, garden hoses, watering nozzles, sprinklers, and watering cans.

- 3.3.1.2.1 **Alternates:** Bids will be considered on units complying with the specifications. **All alternates must be detailed in an attached letter to bid and the Manufacturer and Model clearly identified.** Explanations must fully state what is to be furnished. All alternates must meet or exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.

4.0 SAMPLING, INSPECTION AND TEST PROCEDURES

- 4.1 **Inspection:** All parts shall be thoroughly, physically inspected upon delivery by an authorized representative of the Department of Recreation and Parks for verification of conformance to the specifications. Any damaged, defective, or substandard item shall be promptly removed by the supplier, and replaced at no cost to the City of Columbus. The supplier will be responsible for all shipping costs.

5.0 ORDERING, DELIVERY and INVOICING

- 5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management. The Purchase Order will have the delivery information and invoice information.
- 5.2 **Delivery days after Order:** Bidder shall state delivery time in calendar days in the space provided on the Catalog proposal page. Lead time shall be expressed as the number of calendar days after receipt of order that delivery will be made. Delivery time may be a factor in determining award of bid. Failure to deliver in the days proposed may lead the City to consider the contract holder in partial or full breach of the contract. In

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the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.

- 5.2.1 **Delivery Instructions:** Each delivery location may have specific requirements for delivery specified on the purchase order. If no instructions are listed please contact the City agency listed on the purchase order to determine specific delivery instructions.
- 5.3 **Packaging:** All items must be packaged in the minimum standard packing material designed to protect against damage during shipment. Note the use of Environmentally Friendly materials is encouraged.
- 5.4 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the address shown on the purchase order ensure proper payment.
- 5.5 **Will Call Requirements:** The bidder may offer the City an opportunity to pick up the goods from a designated "Will Call" location(s) located in the City of Columbus or central Ohio area. The bidder must include, in a separate attachment to the bid, a letter outlining the address of will call location(s), the normal business hours for pickup of goods and any necessary lead time requirements for order preparation prior to pick up.
- 5.6 **Expedited Shipment:** In cases when parts are needed immediately and not available for pick up, the agency may request that it be shipped the quickest way possible. The exact price must be determined and agreed upon by an appointed designee and a notation included on the order before authorization is granted for an expedited order. The additional charge shall cover freight charges for shipping the part from the supplier. Such charges should be shown separately on the invoice and a copy of the freight invoice will be attached to the invoice upon submittal.

6.0 **NOTES**

- 6.1 **Universal Term Contract:** This proposal is bidder's offer to sell the item(s) set forth in the bidders' response to the RFQ at the price(s) quoted by bidder therein, under the terms and conditions of these bid documents. An estimated quantity or estimated annual expenditure is set forth in the proposal. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.

If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (1) dollar received by the awarded bidder, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this proposal.

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The City shall not be precluded from buying the same or similar items from other suppliers.

- 6.1.1 **Written Purchase Order:** Written Purchase orders may be established for various City Agencies referencing the terms of this contract and specifying delivery locations. No shipment shall be authorized until such issuance of a Purchase Order.
- 6.2 **Online Bidding Instructions:** The bidder shall submit a firm, fixed discount (or mark-up, if applicable) to the listed prices for each standard published price list(s) catalog (or web catalog) they wish to bid. Bidder shall indicate on the attached proposal each Price Catalog with effective date or website address from which these parts will be purchased and the applicable discount. The City may purchase any item or group of like items in the catalog and/or price list from the successful bidder after a purchase order for the listed items is issued.
- 6.2.1 **Worksheet Instructions:** The worksheet pages contain frequently used items. Bidders are to complete all blanks on the worksheet including the Manufacturer and Stock Number, the page number of the price list and/or catalog, the price list price, the percentage discount offered and the net unit price in the spaces provided. They are to be priced as representative bids, that is, the same discount must be applied to these like items as is offered on the price list from which they originated. All prices completed on the worksheet must be in accordance with, and verifiable to, the discount structure submitted.
- 6.2.2 **Multiple Discounts:** All multiple discounts submitted must be in such a fashion that cost to the City of items not specifically listed in the bid is easily comprehensible. It is understood that any like item(s) not designated but listed in the bidder's price list and/or catalog shall be given the same discount.
- 6.2.3 **Alternates:** Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must meet or exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.
- 6.2.4 **Minimum Order:** The bidder shall state in the space indicated on the proposal document any minimum quantity required for delivery. If no quantity is specifically stated, it will be presumed that no minimum quantity is required for delivery. Any minimum quantity stated by the Bidder may be used by the City in evaluation of the bid.
- 6.2.5 **Attachments:** For instruction on attaching documents to online quotes, please see page 36 of the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.
- 6.3 **Successful bidders must provide Price List(s), Catalog(s), and/or Web Site Login:** Once a contract is awarded the successful bidder(s) will be responsible for providing (price lists and/or catalogs, when so requested by the City. Individual website log-ins and passwords for each City User is not acceptable.

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6.4 **E-Catalog Requirements:** Notwithstanding any price list, catalog, website, etc. that must be submitted to comply with the bidding requirements within this document, the City has implemented an “E-Catalog” system that will require all awarded vendors to provide additional product information that is required by the City to identify and create Purchase Orders for any product (or service) that is included in the proposal submitted by the vendor.

6.4.1 **Product Data:** The information required must be submitted in the Excel format in accordance with Attachment A. Electronic copies will be provided to the successful bidder for completion. The information needed for each product includes, but is not limited to:

Agreement Number (from City)	Agreement expiration date (from City)
Product Description	Awardee Part Number (if applicable)
Manufacturer Name	Manufacturer Product Number
Product UNSPSC	Product Lead Time
Product Price	Product UOM

6.4.2 **Implementation Methods:** Any contract awardee must work with the City prior to final execution of the contract for this solicitation to implement a catalog/price list in the City’s “E-Catalog” system. This may be fulfilled by offering a “punch out” to the vendor’s web catalog, electronic price list or Excel spreadsheet.

6.4.2.1 Awardees offering a “punch out” option must be able to limit offered catalog based items based on categories awarded in the contract or other approved method.

6.4.2.2 Awardees offering a price list of specific items must work with the City prior to final execution of the contract in order to implement a price list in the City’s “E-Catalog” system. This can be fulfilled by offering an Excel spreadsheet with the required information requested by the City.

6.4.2.3 Awardees will be responsible for notifying and supplying the City with any subsequent price increases to the price list or excel spreadsheets in a timely manner to allow for updating the E-Catalog system, subject to the price escalation clause included in this contract.

6.5 **Cooperative Purchasing:** The successful bidder shall also supply all items under the terms and conditions of the proposed contract to agencies officially sanctioned by the City in its cooperative purchasing effort, the Central Ohio Organization of Public Purchasers (COOPP). Any agency that is not subject to a City of Columbus purchase order must be invoiced directly by the supplier. Those agencies participation is subject to a credit approval by the supplier, as the City of Columbus is in no way obligated to those agencies’ financial commitments. The supplier shall be notified of any additional agencies sanctioned by the City of Columbus via letter signed by the Finance and Management Director.

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- 6.6 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to
RJHreha@columbus.gov

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REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in Forestry and Garden Supplies and warranty service for the past five years by submitting the contact information of References from four (4) separate equipment sales. References should consist of projects of a similar scope, complexity, and cost.

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

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Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

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SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:

Business Name: _____ Tel #. _____ - _____

Address: _____

E-mail Address: _____ Fax #. _____ - _____

Contact: _____ Equipment purchase date: _____

Equipment Provided/ Warranty Service Performed:
