



Bowling Green State University

RFQ No. 5462

Date 11/12/09

**Request for Quote
Purchasing Department
103 Park Avenue
Bowling Green, Ohio 43403**

Name of Supplier

Authorized Signature

Phone #

Date

Replacement of 196 Trees

Bowling Green State University is requesting Quotes from qualified suppliers for the replacement, installation and one year guarantee of 196 trees as listed on Attachment A.

Below are specifications which are to serve as the standard of comparison for all Quotes which are received.

Respondents should supply pricing for the specifications listed below.

Quoted prices shall be State and Federal Tax exempt. Exemption certificates are available.

Only properly authorized signed Quotes will be considered valid.

PRODUCT SPECIFICATIONS:

All trees are to be a minimum of 2 inch diameter and #1 Grade nursery grown stock, meeting the grade of the American Nursery and Landscape Association, as detailed in ANSI Z60.1. An experienced full time supervisor is to be on site when work is in progress.

The planting holes are to be dug twice the diameter of the root ball and backfilled with topsoil. Burlap and wire mesh are to be folded down before completion of backfill and have no chance of exposure in the future. Trees are to be planted no deeper than the depth of the root ball and preferably two inches higher to allow for settling. The backfill area is to be covered with 2 inches of wood mulch, taking care to leave 3 inches uncovered by the base of tree. A four inch by twelve inch plastic covering is to be placed around each trunk after planting and trees are to be staked appropriately. Attached is a tree planting detail for further guidance (Attachment A). A map of planting locations is available for review.

As a condition of a receiving a contract award, contractors must agree to and/or provide:

- Adhere to all prevailing wage laws
- Form of Bid Guaranty and Contract Bond is required. (state form) (O.R.C.)
- Current Ohio Workers Compensation Certificate
- Ohio BWC Drug Free Workplace Certification
- Acord Certificate of Liability Insurance with Bowling Green State University named as an additional insured as well as the project name with limits as outlined in Department of Administrative Services General Conditions Article 11.
(<http://www.das.ohio.gov/gsd/sao/stdrqrmts.htm>)

Quotations are to be sealed and submitted to Beth Nagel no later than Friday, November 20, 2009 at 1:30 p.m. The submittals will be opened in a non public setting, and results will be communicated as either accepted or rejected. No details of the competing contractors' submittals will be shared publicly.

Questions should be directed to Beth Nagel, bnagel@bgsu.edu no later than Monday, November 16, 2009 at 3:00 p.m.

PRICING FOR REPLACEMENT OF 196 TREES AS LISTED ON ATTACHMENT (A)

\$ _____

AWARD

Award will be made on the basis of low Quote, conforming to specifications, delivery and setup, and the ability of the vendor(s) to supply.

WAIVER

The University reserves the right to waive irregularities, award in the best interest of the University and to reject any or all quotes.

CASH DISCOUNTS

Any cash discounts/terms offered will be accepted and the University will endeavor to use the same; however, cash discounts/terms will not be considered in computing the net figure of Quotes/proposals for award decisions.

Terms: _____

Delivery Date: _____

Special note: The successful respondent will receive a purchase order, with the option to hold the price for the following year at the discretion of Bowling Green State University.

In the event that it becomes necessary to revise any part of this Quote prior to the assigned return date, the revision will be provided to all Respondents involved in the project.

BGSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the quote deadline, if in BGSU's judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical.

Bowling Green State University reserves the right to:

- Accept or reject any or all quotes, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any quote when determined that it is in the best interest to do so;
- Hold all quotes for a period of up to sixty (60) after the opening date and to accept a quote not withdrawn before the scheduled quote opening date;
- Waive any informalities or technicalities contained in any quote received;
- Waive any minor defects in the quote;
- Conduct discussions with respondents and accept revisions of quotes after the closing date;
- Make an award based upon various selection criteria;
- Request clarification from any Supplier on any or all aspects of its quote;
- Cancel and/or reissue this Quote at any time;
- Retain all quotes submitted in response to this Quote for printing;
- Invite some, all, or none of the Supplier(s) for interviews and further negotiation/discussion;
- Award one, some, or none of the Suppliers who submit quotes.

Quotes received after the time for closing will be void.

Respondents may withdraw quotes at any time prior to the time and date set for opening.

If an award is made, it shall be made to the responsible respondent whose quote is determined to be the most advantageous to BGSU. Price alone will not be the sole determining factor in the selection process.

O.R.C. SECTION 9.24 FINDING FOR RECOVERY

Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any respondent against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a quote, respondent warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFQ, without notifying the Agency of such finding.

QUOTE OPENING

Return Quote no later than Friday, November 20, 2009 at 1:30 p.m.

Return in sealed envelope or by fax to the BGSU contact below.

Contact Information

This form will provide a condensed and efficient form to be used to ensure that each has the correct name, phone numbers, fax numbers, titles and addresses of the lead members associated with this project. Please ensure that you include this attachment when submitting your reply.

Request for Quote # 5462
Replacement of 196 Trees

Bowling Green State University Contact:

Beth Nagel
Assistant Director of Purchasing
103 Park Ave Warehouse
Bowling Green State University
Bowling Green, Ohio 43403

bnagel@bgsu.edu
Phone: 419/372/-8410
Fax: 419/372-8416

Respondent's Contact:

Name: _____

Title: _____

Business Address: _____

Line one: _____

Line two: _____

City: _____

State: _____

Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Attachment A

| | | | |
|-----|-----------------------|---|----|
| ABM | Autumn blaze maple | □ | 12 |
| AE | American elm | ○ | 7 |
| AFM | Autumn fantasy maple | △ | 2 |
| B | Beech | ☆ | 3 |
| BO | Barr oak | ◇ | 4 |
| BW | Bass wood | + | 1 |
| CKM | Crimson king maple | ⬡ | 8 |
| CSP | Cleveland select pear | ◎ | 12 |
| E | Elm, patriot elm | ∩ | 5 |
| FC | False Cyprus | ♥ | 6 |
| GMS | Sugar maple | ↓ | 8 |
| H | Hickory | ⊕ | 4 |
| HC | Horse chestnut | ⊗ | 7 |
| HL | Honey locust | ✦ | 7 |
| HR | Hackberry | ⊙ | 2 |
| MM | Marmo maple | ↔ | 16 |
| NW | Norway maple | ◊ | 3 |
| OGM | October glory maple | ⌘ | 7 |
| RB | River birch | # | 1 |
| RL | Redmond linden | @ | 4 |
| RO | Red oak | % | 18 |
| RPO | Regal prince oak | ^ | 8 |
| SO | Shumard oak | * | 19 |
| SW | Sweet gum | & | 12 |
| SWO | Swamp white oak | ! | 4 |
| TCB | Tri colored beech | ~ | 3 |
| TT | Tulip tree | + | 1 |
| WO | White oak | = | 5 |
| Z | Zelkova | ? | 7 |

Total: 196

Document 00 43 13 - Bid Security Form

Ohio Department of Administrative Services
General Services Division
State Architect's Office • 4200 Surface Road • Columbus, Ohio 43228-1395

Ohio DAS

www.ohio.gov/sao
e: StateArchOff@das.state.oh.us
v: 614.466.4761 • f: 614.644.7982

FORM OF BID GUARANTY AND CONTRACT BOND

(As prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____, as Principal, at _____

(Address)

and _____ as Surety, are hereby held and firmly bound unto the State of Ohio, as Oblige, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Oblige on (date) _____ to undertake the Project known as:

Project No: _____

Project Name: _____

Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Oblige, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Oblige accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Oblige the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Oblige may in good faith contract with the Bidder determined by the Oblige to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Oblige does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans,

Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

SURETY INFORMATION:

Street

By: _____

Attorney-in-Fact

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT