

CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street, Rm 203 – Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240
www.cityofflint.com



Dr. Karen W. Weaver
Mayor

INVITATION TO BID

OWNER/RETURN TO:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NO.: 200000540

SCOPE OF WORK:

The City of Flint, Finance Department – Division of Purchases & Supplies, is soliciting sealed proposals for providing:

NEIGHBORHOOD STREETScape FURNISHING

Per the attached additional requirements.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, **September 6, 2019 @ 3:00 PM (EST)**. Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Proposals must be in a sealed envelope clearly identifying the proposal and number. Faxed proposals are not accepted.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders' cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Any questions regarding the bid process must be submitted in writing by and may be directed to Joyce McClane, Purchasing Manager, at jmcclane@cityofflint.com no later than August 28, 2019, by 1:00 PM (EST)

Sincerely,


Joyce A. McClane, Purchasing

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question Deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.

- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

- 3) **PROPOSAL SUBMISSION:**
 - a) The Proposer must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Finance Department – Purchases and Supplies, City of Flint, 1101 S. Saginaw Street – Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Proposer's responsibility to insure that its' proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Proposer's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposals (RFP), and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the proposal are the Proposer's sole responsibility; no pre-bid costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.

- 4) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the proposal, the City of Flint will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Proposer including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Proposer is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City of Flint if the Proposer is determined to be the lowest Responsive and Responsible Proposer.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total proposal to the lowest responsive, responsible Proposer. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Proposer.

- 11) **NO RFP RESPONSE:** Proposers who receive this RFP but who do not submit a proposal should return this RFP package stating "No Proposal" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Proposer's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
 - (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty – (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Proposer is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a

court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

- 19) **LAWS AND ORDINANCES:** The proposer shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Proposers/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the city council. If the lowest non-local bidder does not exceed that of any proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The proposer agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the proposer's by him/her or by others employed by him/her and working under his/her direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the proposer maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Proposer, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The proposer acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other proposer.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to

employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to ½% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 30) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of proposer's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 31) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 32) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 33) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other

industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 34) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.
- 35) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 36) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 37) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 38) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 39) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 44) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 45) **INSURANCE/WORKER'S COMPENSATION:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.
- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.
 - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
 - (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."
 - (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

46) PREVAILING WAGE: All work for this project must meet Davis-Bacon Requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: portal.hud.gov/hudportal/documents/huddoc?id=DOC_12590.pdf. Information on current Davis-Bacon wages can be found here: <http://www.wdol.gov/dba.aspx>

The most current prevailing wage and fringe benefit rates apply to the time of the work performed. It is the responsibility of the contractor to identify the prevailing wage and fringe benefits for the applicable job classifications.

NEIGHBORHOOD STREETScape FURNISHING

● PURPOSE AND GENERAL INFORMATION

It is the intent of this Request of Bids to solicit bids for the furnishing and installation of streetscaping amenities along MLK Avenue for the City of Flint's Corridor Enhancement Program. The City of Flint's Department of Planning and Development, Planning and Zoning Division is managing this project in coordination with the Department of Public Works.

The Corridor Enhancement Program is an effort led by the City of Flint Planning staff to implement strategies along the MLK Ave Corridor with a specific focus of improving neighborhood centers, as defined in the City's *Imagine Flint* Master Plan. These strategies include improving the appearance of commercial districts, increasing pedestrian, cyclist, and motorist safety, and growing business viability. Planning staff has worked with various neighborhood groups, businesses, commercial tenants, and local stakeholders as well as the City's Department of Public Works in developing these corridor enhancement plans.

This catalytic project is composed of several initiatives, one of which is to provide streetscaping improvements to the MLK/Pasadena Business District. Through its efforts, the City hopes to bolster economic development, increase resident-community interactions, and build a unified identity within the business district.

The City will select one (1) licensed firm to furnish and install streetscaping amenities that are approved equals to the specifications outlined in Attachment A. The City of Flint has allocated up to \$80,000 to this program and expect the installations to be completed by December 1, 2019. The City of Flint Department of Planning and Development is managing this grant in coordination with Public Works.

- **SCOPE OF SERVICES**

The City of Flint is inviting bids from vendors to furnish and install streetscaping amenities as part of the MLK Ave Corridor Enhancement Program.

Services will include the furnishing and installation of approved and equal amenities within the MLK/Pasadena Business District along MLK Avenue. The scope of work includes purchasing streetscaping amenities equal to the specifications outlined in Attachment A and installing the amenities within the Business District. Installation of amenities is to take place over the summer and fall of 2019 and be completed by 12/1/19.

All bidders, prior to the award of contract must be capable of completing the work as specified and are prepared for the necessary labor, materials, and equipment to execute work to the satisfaction of the City of Flint by 12/1/19.

- **BID FORM**

All bids shall include all of the information detailed within this RFP and found in the proposal checklist (Attachment B). Total bid prices should include the costs of the amenity, installation, labor, and all other miscellaneous costs. All amenities must be equal to the specifications outlined in Attachment A and approved as equals by the City before purchase and installation.

- **CONTRACT**

The contract will be awarded to the most qualified bidder, determined by the criteria outlined in Attachment C. The City reserves the right to reject any and all bids and to accept the bid most advantageous to them. A contract will be signed prior to the start of work and all Bid Specifications and Bid Proposal Forms will be made part of that contract.

- **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES**

Bidders may examine all plans, specifications and sites. No deviation from the specifications, outlined in Attachment A, without written consent from Adam Moore, Planner III, at 810-766-7426 ext. 3029 or amoores@cityofflint.com prior to award of contract. Failure to fully examine project sites and work requirements will not relieve bidder from performing work as specified in this bid invitation.

- **INSUREANCE AND WORKER'S COMPENSATION**

The Contractor shall furnish proof of worker compensation insurance as well as evidence of general liability/ property damage insurance.

- **PURCHASING**

Streetscaping amenities should be purchased or provided by a reputable vendor, known for high-quality products that will last through Flint's winters for years. Amenities are required to meet the specifications outlined in Attachment A. These specifications were determined by both residents and the City. Substitutions will not be permitted unless approved by the City of Flint. Contractor must also purchase all the necessary equipment needed to install the amenities properly.

- **INSTALLATION**

Installations of amenities will be performed to the highest industry standards. Installation of all amenities should be performed in such a way to limit tampering or unwanted removal of amenities.

- **INSPECTION**

The City of Flint shall inspect work periodically to insure that all specifications are adhered to. In no case shall the final payment (10% of total bid) be made until the Contractor has complied with all requirements set forth and the City has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for City acceptance. The City of Flint reserves the right to reject substandard work. Written notice shall serve as notification of rejection of work.

- **PAYMENT SCHEDULE/INVOICING**

Invoices shall be provided to the City of Flint by email to their assigned City of Flint representative on a monthly basis. The City of Flint reserves the right to take up to 30 days to pay invoices, The City of Flint reserves the right to withhold payment of any invoice until any Service Complaint is successfully remedied. Invoices should be itemized by property location and broken down by purchase order number. Invoices shall include in the header: invoicing date, month services were conducted and invoice number. Failure to properly invoice the City will result in a Service Complaint.

- **SUBJECT TO FACT**

No contract is created by this bid proposal until a written contract is approved by the City of Flint

- **PERFORMANCE EVALUATION**

Contractor's performance will be reviewed every three (3) months to evaluate their performance based on standards in the RFP and contract.

- **MEETING SCHEDULE/AGENDA**

The successful proposer will be required to meet with the City as required by the City, to discuss and agree on operational issues including review of quality of services, scheduling, and other issues deemed necessary by the City.

- **COMPLETION**

The purchasing and installation of all streetscaping amenities shall be satisfactorily completed by December 1, 2019.

- **QUESTIONS**

All questions regarding these specifications shall be directed to Adam Moore, Planner III, at 810-766-7426 ext. 3029 or amoores@cityofflint.com.

- **BID REQUIREMENTS**

The following submittal format must be adhered to for your bid to be considered complete: one (1) original and (1) copy of your detailed bid will each include the following:

1. **Title Page:**

- A. Include the Request for Bid title, contractor name, contact person, contact information

2. **Detailed Proposal:**

- A. Organization, Size, Structure, and Area of Practice:

- a) Describe your company. Please describe organization, size, structure, and areas of practice. Include the legal name and address of the main office and branch locations. Include number of employees, years in business, and designation of legal entity.

- B. Experience:

- a) A brief history of the design firm, including when organized, size, and experience with municipal street furnishing projects over the previous 10 years.

- b) A portfolio showcasing municipal street furnishing projects over the history of the firm including relevant pictures and renderings. For each highlighted project include project client's name and contact information, total project cost, owner's name, and a short summary of the project.
- C. Project Budget:
 - a) A detailed, time-task project budget that includes hourly rates per staff person, shipping and installation costs
 - b) A detailed breakdown of the cost of each amenity detailed in Attachment A, as well as photos and supporting evidence proving the selected amenities meet the specifications provided
 - c) A detailed budget with a final, not to exceed, total for requested services
- D. Project Timeline:
 - a) A detailed timeline showing projected start date, delivery dates, timeline for installations and proof work can be completed by specified end date: December 1, 2019

3. Team Qualifications:

- A. Submissions must include the total proposed cost for the project, including hourly rates of team members and an estimate of time required to complete each phase of the project. Cost proposals shall also provide a budget for travel and materials. Bidders shall identify their key staff person(s) proposed to perform the scope of services requested. A resumé with a description of education, training, and relevant experience shall be presented for each team member that would be assigned to the project. Identify how much of each person's time will be spent on the project.

4. References

- A. Provide at least three (3) references of clients for whom the design firm has completed similar municipal street furnishing projects within the past ten years, with full name, title, current address, email, phone, and fax numbers.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, Tuesday, August 27, 2019 @ 3:00 PM (EST). Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Proposals must be in a sealed envelope clearly identifying the proposal and number. Faxed proposals are not accepted.

COVER SHEET
Neighborhood Streetscape Furnishing
BIDS DUE: August 27th, 2019 at 3:00PM

Contact Information:

COMPANY NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE: _____ FAX: _____
EMAIL: _____

Signature Information:

REPRESENTATIVE: _____
TITLE: _____
SIGNED: _____
DATE: _____

Description of Services	Total Not-to-Be-Exceeded Price
Consultant's price should summarize all work and services to be performed or provided as specified in this proposal, and any additional tools, materials, or certifications necessary for this project.	

ATTACHMENT A: Streetscape Amenities Specifications

The following outlines the specifications regarding the streetscaping amenities the City is requesting to be purchased and installed with the MLK/Pasadena Business District. The specifications attached describes the minimum requirements the City desires for each amenity. It may not be all inclusive of the items required to provide the product in a high-level manner as described below.

The photographs attached are samples illustrating a representative type of the style of receptacles, benches, planters, bike racks, decorative lamp posts and lamp post banner brackets the City seeks to have purchased and installed. Designs may vary.

RECEPTACLES

1. **Style:** Similar to that shown in Photograph 1
2. **Capacity:** 32 gallon
3. **Notes:** Must have side-opening door, rain bonnet, cable lid attachment, and inner liner
4. **Material:** Steel
5. **Finish:** Black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Receptacle must be able to be secured via bottom pre-drilled bolt holes and be as resistant to tampering as possible
8. **Projected Amount:** 20



Photograph 1

BENCHES

1. **Style:** Similar to that shown in Photograph 2 with attachable armrest as in Photograph 3
2. **Dimensions:** 6 ft bench with 0.4" inch thickness
3. **Notes:** Attachable armrest is required
4. **Material:** Cold rolled carbon steel,
5. **Finish:** black, powder coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Benches should be able to be secured to the sidewalk and be as resistant to tampering as possible.
8. **Projected Amount:** 11



Photograph 2



Photograph 3

PLANTERS

1. **Style:** Similar to that shown in Photograph 4
2. **Dimensions:** 30" diameter, 20" height, 2" wall thickness
3. **Material:** Polyurethane plastic with UV inhibitors
4. **Finish:** Neutral color such as dark brown, tan, sand or gray
5. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
6. **Installation:** When filled, planters should be heavy enough that they cannot be moved easily
7. **Projected Amount:**18



Photograph 4

HIGH CAPACITY BIKE RACKS

1. **Style:** Similar to that shown in Photograph 5
2. **Dimensions:** 36" height, 24" length, 2.375" OD schedule 40 steel piping
3. **Notes:** Five bike capacity
4. **Material:** 2.375" OD schedule 40 steel piping
5. **Finish:** Black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Bike racks should be able to be secured to the sidewalk and be as resistant to tampering as possible.
8. **Projected Amount:** 9?



Photograph 5

LOW CAPACITY BIKE RACKS

1. **Style:** Similar to that shown in Photograph 6
2. **Dimensions:** 36" height, 24" length, 2.375" OD schedule 40 steel piping
3. **Notes:** Two bike capacity
4. **Material:** 2.375" OD schedule 40 steel piping
5. **Finish:** black, powder-coated, tag resistant coating
6. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
7. **Installation:** Bike racks should be able to be secured to the sidewalk and be as resistant to tampering as possible.
8. **Projected Amount:** 9?



Photograph 6

LAMP POST BANNER BRACKETS

1. **Style:** Similar to that shown in Photograph 7 and 8
2. **Dimensions:** Can display banners that are 30" wide
3. **Material:** Aluminum cast brackets, fiberglass rods with rubber end caps, stainless steel bands/clamps
4. **Warranty:** Product shall carry a minimum of 3-year warranty. Manufacturer will send replacement or exchange parts with a maximum 2 business day delivery. Manufacturer will not charge customer up-front for exchange parts and will credit the returned faulty parts prior to invoicing. The above mentioned service will be provided for the entirety of the 3-year parts warranty.
5. **Installation:** Banner brackets should be able to be secured to the lamp posts and be as resistant to tampering as possible.
6. **Projected Amount:** 150



Photograph 7



Photograph 8

ATTACHMENT B: Bid Checklist
Neighborhood Streetscape Furnishing

The RFB submittal should follow the outline below and provide the following deliverables:

- 1. Title Page**
 - A. Include the name, address, telephone, and email address for the firm/company
 - B. Proposal must be signed and dated by an authorized representative of the design firm
- 2. Project Proposal**
 - A. Describe the firm/company's history and experience, including size of organization, structure and areas of practice
 - B. Summarize the firm/company's projects over the past ten years
 - C. Describe how the firm/company proposes to perform the project as defined in the RFP
 - D. Provide a project timeline
- 3. Project Portfolio**
 - A. Provide a portfolio of other municipal street furnishing projects completed by the firm/company
 - B. Include size, budget and contact for each project
 - C. Include relevant pictures and conceptual renderings for each project highlighted
- 4. Design Budget**
 - A. A detailed, time-task project budget that includes hourly rates per staff person, shipping and installation costs
 - B. A detailed breakdown of the cost of each amenity detailed in Attachment A, as well as photos and supporting evidence proving the selected amenities meet the specifications provided
 - C. A detailed budget with a final, not to exceed, total for requested services
- 5. Team Qualifications**
 - A. Provide basic qualifications of the designer's project team and technical personnel that will be assigned to work on this project, including their areas of expertise, education, special training, office location(s), and any other relevant information
 - B. Identify how much of each person's time will be spent on the project
 - C. Provide resumes of each team member to be assigned to the project
- 6. References**
 - A. Provide at least three (3) references of clients for whom the designer has completed similar street furnishing projects within the past ten years, with full name, title, current address, email, phone and fax numbers

**ATTACHMENT C: Evaluation Criteria
Neighborhood Streetscape Furnishing**

RFP Respondent Name: _____

The consultant must have relevant expertise and experience to qualify to submit a bid proposal. The respondent's proposal will be evaluated by the City of Flint.

Qualifications Required:

Submissions deemed to be incomplete according to the checklist will be not be considered.

Evaluation Criteria:

The point system is to evaluate the experience and capacity of the Firm.

1. Pricing proposal

Lowest bid amount	70 pts.
Next lowest bid amount	65 pts.
Each additional lowest bid amount will be reduced by 10 pts.	

2. Overall experience in purchasing and installing streetscaping amenities for municipalities

Ten (10) or more years of experience doing this type of project	15 pts.
Five (5) to Nine (9) years of experience doing this type of project	10 pts.
One (1) to four (4) years of experience doing this type of project	5 pts.

3. Ability to locate streetscaping amenities that meet the specifications outlined at Attachment A

Proposal contains six (6) equal amenities which meet the specifications outlined	15 pts.
Proposal contains between five (5) and three (3) equal amenities which meet the specifications outlined	5 pts.
Proposal contains between two (2) and zero (0) equal amenities which meet the specifications outlined	1 pt.

Additional Notes:

Total Score _____

Evaluator(s): _____

CERTIFICATION FORM (must be completed and included with submittal)

Certification Form Note

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL: The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Flint is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

(Address)

(City, State, Zip Code)

(Phone Number)

(Fax Number)

(Email address)

Please submit original documents plus one copy.

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF

.....

S.S.

COUNTY OF

.....

..... being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,

this day of, A. D. 20

.....

....

*Notary Public,County,.....

My Commission expires, 20

FOR CORPORATION

STATE OF

.....

s.s.

COUNTY OF

.....

..... being duly sworn, deposes and says that
he is of
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests
of or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly
induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly
induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not
in any manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at, in said County and State,

this day of, A. D. 20

.....
.....

*Notary Public,

County,..... My Commission expires....., 20.....

FOR PARTNERSHIP

STATE OF.....

COUNTY OF

S.S.

..... , being duly sworn, deposes and says that he is a member of the firm of , a co-partnership, making the above bid; that he is duly authorized to make said bid in behalf of said co-partnership; that said bid is genuine and not sham of collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at, in said County and State

this day of, A. D. 20

.....

*Notary Public,

County,..... My Commission expires, 20

STATE OF

.....

S.S.

COUNTY OF

.....

..... being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of
, the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at , in said County and State, this day of , A. D. 20

.....

* Notary Public,
 County,.....

My Commission expires , 20..... .

NOTE: If executed outside of the State of Michigan, certificate by Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.