



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

PROPOSAL NO. 24000552

Publish Date: 6/7/24

SCOPE OF WORK:

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

URBAN FORESTRY SERVICES

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 3 additional copies unbound
- 1 electronic copy

Please follow the following bid timeline.

Questions

Written questions should be presented to Lauren Rowley, Purchasing Manager at lrowley@cityofflint.com **by Thursday, June 20, 2024, by 10am EST**. An addendum with answers will be published **on Friday, June 21, 2024**.

Pre-Bid Conference

A **mandatory** pre-bid conference for this project will take place at **10:00am EST, Tuesday, June 18, 2024, in the McKenzie Conference Room, Flint City Hall 2nd floor, 1101. S Saginaw St, Flint, MI, 48502**. All notices of intents to attend should be sent to Heather Griffin, Waste Services Coordinator at hgriffin@cityofflint.com. Failure to attend may result in disqualification of your bid.

Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Monday, July 1, 2024, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to PurchasingBids@cityofflint.com by **Monday, July 1, 2024, by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

Bid Opening

Bids will be opened publicly at the McKenzie Conference Room on the 2nd floor of Flint City Hall. The public is welcome to join in person or via Google Meet.

Bid Opening - Urban Forestry Services

Monday, July 1 • 11:00 – 11:30am

Time zone: America/New_York

Google Meet joining info

Video call link: <https://meet.google.com/vzz-riop-srx>

Or dial: (US) +1 413-893-3386 PIN: 849 245 368#

More phone numbers: <https://tel.meet/vzz-riop-srx?pin=4322282250104>

PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.

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/purchasing/>.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Lauren Rowley

810-766-7340

lrowley@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, ***1101 S. Saginaw St., Flint, MI 48502 for the following:***

City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. The City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid 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 Bid, 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 Bidder must include the following items, or the proposal may be deemed non-responsive:

i) All forms contained in this RFP, fully completed.

b) Bids must be submitted to the Finance Department of 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 Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, 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) Bids 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 Bidder's name.

d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor 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 bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. 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:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. 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 bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.

5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder 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 bid will be considered or, at its sole option, reject all such multiple proposals.

6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.

7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids 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 bid 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 Bidder 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) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid 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 Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids 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/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor'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 their 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 that 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.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders 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:** Bidder 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 Bidder 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:** Contractors/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 Bidder 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 Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their 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. Bidder, 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 Bidder acknowledges that by signing this document that she/he/they is/are duly

authorized to make said offer on behalf of the company she/he/they represent(s) 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 she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 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:** Bidder 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 1/2% 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.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder'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.
- 30) **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.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **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.

- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others 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 Bidder'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 Bidder 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. These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **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.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.

- 40) **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.
- 41) **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.
- 42) **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.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom an award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date. Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail. All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services. Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest. The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City. The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept

a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

- 48) **ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

- 49) **BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Purchasing Checklist:

- ☐ Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- ☐ Exhibit B –Qualifications and Licenses Requirements
- ☐ Exhibit C – Disclosure of Supplier Responsibility Statement
- ☐ Exhibit D - List of References
- ☐ Exhibit E - Certificate of Insurance
- ☐ Exhibit F – Non-Bidder’s Response
- ☐ Exhibit G – City of Flint Affidavit



❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

SCOPE OF WORK ATTACHED SEPARATELY.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: _____

Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

Please give a synopsis of your qualifications and experience with this service:

Please list Licenses:

How long have you been in business?

Have you done business with the City of Flint?

If yes, please state the project name.

EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS (CONTINUES)**

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

❖ EXHIBIT E – CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

❖ **EXHIBIT F – NON-BIDDER’S RESPONSE**

VENDOR’S NAME: _____

NON-BIDDER’S RESPONSE

For the purpose of facilitating your firm’s response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder’s failure to respond to “Invitations to Bid”. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this “Invitation to Bid” for the following reason(s):

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Our items and/or materials do not meet specifications.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is:

_____ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: _____

_____ **OTHER:** _____

Thank you for your participation in this bid.

❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that they are 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 they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves 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____

❖ **EXHIBIT G – CITY OF FLINT AFFADAVIT**

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they
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 they 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 they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves 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 _____

Scope of Work:

Contractor shall provide all labor, materials, equipment, tools supervision, licenses, and insurance required to trim trees in the City of Flint per the following specifications:

- 1. Purpose:** The CITY OF FLINT (COF) is hereby soliciting qualifications for professional services for the maintenance of the COF's urban forest. This request invites firms to submit pre-qualification materials related to the project description, based on criteria detailed below under Proposal Content. Once firms are selected they will be placed in a pool of qualified contractors, which will then be invited to bid on specific projects as they arise. This pool will remain active for a three year period (through June 30, 2027) from the date of its initiation, but may be reopened at any time to receive new members. The COF makes no guarantee, express or implied, that firms deemed qualified will ultimately be awarded a contract.
- 2. Project Description:** Project bids offered to the qualified pool will be specific to the maintenance of trees in the COF right-of-way and on City owned property. Contracted work may include, but is not limited to, scheduled tree maintenance, resident-initiated service requests, or emergency street tree maintenance in the right-of-way. Terms and conditions of any contract will be made evident in the bid documents and may be further negotiated at the time of its award. All contracted work must be completed in a professional and timely manner, under the supervision of the COF. Any firm that is ultimately awarded a contract will work closely with the COF REPRESENTATIVE to ensure the most appropriate methods and timing of contracted activities, with sensitivity to the City's residents and visitors.

General Requirements/Expectations:

- a) The Contractor shall be required to post "NO PARKING" signs in areas where trimming will take place one (1) day prior to commencing work. Areas will be posted once and completed before starting another area. Signs shall be removed upon completion and used again for another area.
- b) Must give 24 hr. prior notification to adjacent property owner of any trimming or removals.
- c) The Contractor shall be required to provide a weekly work schedule to COF Representative, Heather Griffin (810) 766-7135 ext. 2605.
- d) Work shall not start before 7:00 a.m. and shall end no later than dusk. Monday through Saturday. Work on Sunday or National Holidays is prohibited unless approved by a representative from the City's Department of Public Works – Transportation Division. Special exceptions may be considered by contacting the COF representative for permission.

- e) Equipment shall be operated in a safe and prudent manner in accordance with all Federal, State (MIOSHA), County and Local Ordinances. Vendors must provide a list of equipment with their proposal.
- f) Safety precautions shall be practiced by the Contractor to adequately safeguard all persons and property from injury or damage. All federal, State (MIOSHA), County, and local ordinances shall apply.
- g) Clean up and disposal of all trimming and debris shall be the responsibility of the Contractor. All work sites shall be left clean and free of trimming debris at the end of each workday.
- h) Priority levels are as follows:

Priority Level	Description	Service Timeline Requirement
Emergency	Tree has failed or poses a high likelihood of causing imminent danger to people or property	Same day service
High Priority	Tree poses a probable or possible likelihood of failure that may affect people or property	Two weeks service
Moderate Priority	Tree poses an improbable likelihood of failure unlikely to affect people or property	One month service

- i) Tool sanitation – All trees known or suspected to be diseased, all pruning tools and cut surfaces shall be disinfected with a 10% Chlorine Bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.
- j) Employee Safety Plan – Personnel must be qualified and trained according to best practices in the tree maintenance industry. It's imperative that all personnel are trained in safety to prevent injuries from happening. PPE's shall be worn at all times while working on City trees.

Trimming Requirements:

Not all areas require trimming for height. Branching habit, broken and storm damaged limbs, suckers, water sprouts and deadwood are to be removed or corrected on every tree in the assigned area according to the following:

- a) Remove all dead limbs and branches, “hangers”, suckers, water sprouts and broken or interfering branches. Flush cut all stubs at the branch collar.
- b) Trees requiring the removal of lower braches shall be trimmed in a manner as to keep the normal balance of height and width by selectively removing branches and limbs.
- c) Raise lower branches to obtain the following clearance heights. Trim height may vary depending upon boulevard width and species of tree. Any variance is to be approved by the COF Representative.
 - i. Traffic signs – 5 feet
 - ii. Clearance over curbs and streets – 15 feet
 - iii. Clearance over lawns, walks and drives – 15 feet
 - iv. Clearance from roofs and structures – 15 feet
 - v. Provide clearance of all street lighting utility lines, and/or as instructed by the Department of Public Works Transportation Division Manager.
- d) Trees located in designated areas that have structural weakness, decayed trunks, split crotches, require more than 50% of wood removed or are in an otherwise unsafe condition shall be noted by contractor and submitted in writing to the Department of Public Works – Transportation Division Manager.
- e) Public Relations: The Contractor and his/her employees shall conduct themselves in a respectful and courteous manner when interacting with the public. If the Contractor or his/her employee cannot satisfy a resident, he/she is to refer them to **Rod McGaha, Department of Public Works - Transportation Division Manager at (810)-766-7343, ext. 2802.**

Emergency Tree Removal

The City may request vendor to remove trees that have fallen in major or local streets that impede public travel. The vendor shall be available immediately to remediate these obstacles when contacted by a designated REPRESENTATIVE from the COF, or DEPARTMENT OF PUBLIC WORKS – TRANSPORTATION DIVISION MANAGER.

3. **Proposal Content:** To standardize responses and simplify the comparison and evaluation of responses, all statements should be organized in the manner set forth below:
 - i. Business Organization. The full name and address of the firm’s organization, the branch office that will perform the services described herein, length of time the firm has been in business and the nature of work that the firm specializes in (e.g. neighborhoods, parks, and forests). Include an operational schedule that demonstrates regular hours of operation and the ability to service emergency calls

- ii. Technical Approach. The responding firm shall state its understanding of the potential projects as outlined in the Project Description above. The approach in rendering the services required, including any use of sub consultants and contractors, shall be detailed. Elaborate on each of the following topics:
 - Best management practices
 - Public safety; capacity to arrange shutdowns of power lines and/or streets
 - Process/instructions for cleanup following tree maintenance or removal
 - Methods for handling public complaints and property damage claims
 - Measures taken to maintain positive public relations including minimizing interference with the public
 - iii. Related Technical Experience. Description of and references from at least two municipal jobs and three prior clients. The project description must contain the scope and location of services performed.
 - iv. Project Staffing. Job titles and qualifications of personnel, with specialized skills, certifications and licenses highlighted. Describe the firm's methods that ensure highly trained, competent staff at every level of the organization.
 - v. Equipment. Complete list of machinery, equipment, and fleet vehicles typically used on projects, as well as reserve equipment available if breakdowns occur. Provide make/model, year of manufacture, insurance and certifications for each. Include a spill control and clean-up procedure aligned with municipal ordinances, county, state, and federal law.
 - vi. Conflict of Interest. Disclose conflicts of interest or potential conflicts of interest, in writing, to the TRANSPORTATION DIVISION MANAGER who will review and consider the nature of the conflict. The TRANSPORTATION DIVISION MANAGER will decide the course of action that the respondent and the district need to take to remedy the conflict of interest or potential conflict of interest.
 - vii. Additional Information. Provide any additional information regarding your firm's experience and capabilities that you believe will be important to the success of future projects.
- 4. Insurance/License Requirements:** All firms must hold proper licensing, certifications and insurance. Licenses must be in good standing for the previous three years, without any unresolved record of complaints registered/filed with the COF.
- a. Certifications/Registrations. OSHA certification of aerial equipment, ISA Certified Arborist.
 - b. Licenses. City of Flint Business License, State of Michigan Contractors License.
 - c. Broad Insurance Coverage. Commercial General Liability, Coverage to city specified limits, Automobile Liability, Workers Compensation.
 - d. Training. Contractors may be required to undergo training by the appropriate agency to implement municipal storm water pollution prevention plans as may be applicable.
- 5. Evaluation and Selection:** Submissions will be evaluated by the COF Purchasing Department staff, with final selections being made by the Department of Public Works – Transportation Division. The COF will evaluate submissions based on criteria including, but not limited to

experience/qualifications, capabilities/resources, overall technical approach, quality of proposal, and geographic location of the firm. Prior to final selections, the COF reserves the right to request interviews of any, all or none of the firms.

ADDENDUM A

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of the contract, _____
hereby proposes to the City of Flint the following schedule of compensation:

<u>DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
SERVICE REQUEST ROUTINE PRUNE/TRIM		
0-6" dbh	per tree	\$
7-12" dbh	per tree	\$
12-18" dbh	per tree	\$
19-24" dbh	per tree	\$
25-36" dbh	per tree	\$
37" dbh & over	per tree	\$
TREE REMOVAL <i>Tree Removal includes grinding of stump and backfill including seeding/reseeding.</i>		
1 – 6" dbh	per tree	\$
7 – 12" dbh	per tree	\$
13 – 24" dbh	per tree	\$
25 – 36" dbh	per tree	\$
37 – 47" dbh	per tree	\$
Over 48" dbh	per tree	\$
Stump only removal	per tree	\$
EMERGENCY RESPONSE: 3-person crew with equipment		
Evening, weekend, or holiday call-out	per hour	\$

NUMBER OF CREW MEMBERS:

EQUIPMENT TO BE USED:

Addendum B

Pre-qualification Resident Initiated Service Request

Instructions Please include your procedure, emergency response time, completion time and best guess/estimation of service cost in your bid.

Emergencies

1. Removals

- a. Thursday, 5:25 pm – A large portion of a tree has fallen in the street and the entire tree needs to be removed. **Emergency Tree:** 1811 Iroquois Ave. – Norway Maple – 23dbh – poor condition – overhead wires are present. Total: \$_____

- b. Monday, 9:15 am – A large portion of a tree has fallen on a house and the entire tree needs to be removed. **Emergency Tree:** 2616 Raskob St. – Sugar Maple – 26dbh – dead condition – no overhead wires present. Total: \$_____

2. Cleanup

- a. Saturday, 8:30 pm – Large branches have fallen into the street and are blocking the entire street. **Emergency Tree:** 1731 Crescent Dr. – Silver Maple – 21dbh – fair condition – no overhead wires present. Please remove branches and tree debris from the road and trim all deadwood from the tree. Total: \$_____

- b. Tuesday, 1:00 pm – Very large branch has fallen and destroyed resident's fence and is blocking the front door of the house. **Emergency Tree:** 3026 Dearborn Ave. – Silver Maple – 32dbh – fair condition – no overhead wires present. Please remove branches and tree debris from the yard and front door area, also trim all deadwood from the tree. Total: \$_____

3. Removal and Cleanup

Sunday, 10:18 am – There is a tree on fire, which by the time you get there turns into 2 trees on fire and a 3rd tree that is now fire damaged. **Emergency Trees:** 2137 Hills St.

1st tree – Callery Pear – 9dbh – fire has destroyed this tree and it needs to be removed.
Total: \$ _____

2nd tree – Siberian Elm – 32dbh – fire has destroyed this tree and it needs to be removed, overhead wires are present. Total: \$ _____

3rd tree – Siberian Elm – 29dbh – fire has damaged the tree. Tree needs all deadwood trimmed out and burned limbs removed – overhead wires are present. Total: \$ _____

Routine Resident Requests

1. Trim entire block

a. 700 block of Dickinson St.

- i. 705 – Norway Maple – 14dbh – no wires present Total: \$ _____
- ii. 713 – Norway Maple – 17dbh – no wires present Total: \$ _____
- iii. 714 – Tree of Heaven – 9dbh – no wires present Total: \$ _____
- iv. 717 – Norway Maple – 16dbh – no wires present Total: \$ _____
- v. 722 – Norway Maple – 13dbh – no wires present Total: \$ _____
- vi. 734 – Norway Maple – 20dbh – no wires present Total: \$ _____

2. Regular Request

- a. Clean and Trim – 2318 Wisconsin Ave. – Thornless Honey locust – 17dbh wires present
Total: \$ _____
- b. Clean and Trim – 4509 Huckleberry Ln. – Little Leaf Linden – 23dbh no wires
Total: \$ _____
- c. Removal – 1413 Durand St. – American Elm – 31dbh – no wires Total: \$ _____
- d. Removal – 2801 Brandon St. – White Oak – 60dbh – no wires Total: \$ _____