

REQUEST FOR PROPOSAL

FLOWER-BED RESTORATION - MAIN STREET PLAZA

5/24/17

Issued by:
OWOSSO MAIN STREET/DDA



EXECUTIVE DIRECTOR: JOSH ADAMS
EMAIL: DOWNTOWNOWOSSO@GMAIL.COM
PHONE: 989.494.3344

NOTICE TO BIDDERS
FLOWER-BED RESTORATION/MAIN STREET PLAZA
FOR THE CITY OF OWOSSO MAIN STREET/DDA - OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso Main Street/DDA for the Flower-bed Restoration/Main Street Plaza bid and should be addressed to:

Josh Adams
Owosso Main Street/DDA
301 W. Main Street
Owosso, Michigan 48867

Over the past few years, flower-beds within Main Street Plaza have seen a great deal of shifting due to weather conditions and vandalism. The concrete pavers for all the flower beds have begun to shift from side-to-side and have even begun to collapse along the south portion of the lot.

Owosso Main Street/DDA is requesting the restoration of the concrete paver walls (reusing existing pavers) and preparing the flower-beds for replanting. Owosso Main Street/DDA, the Downtown Development Authority for the City of Owosso, is in need of flower-bed restoration within a downtown parking-lot (Main Street Plaza), and is accepting proposals in response to this Request for Proposal (this "RFP," or this "Request for Proposal") in order to find a qualified source to provide the work described below.

The criteria set forth below should be met to achieve successful completion of the project:

1. Removal of soil around paver walls (of each flower-bed).
2. Conduct the straightening and restoration of paver walls using existing pavers. Note: Some pavers may have to be replaced.
3. Install proper drainage within each flower bed to prevent future heaving & twisting of paver walls.
4. Replace soil within the flower beds, reinstall irrigation, and prepare bed for replanting.

Bids will be accepted until 3:00 p.m. Monday, June 5, 2017 for the "Flower-bed Restoration/Main Street Plaza bid" at which time bids will be opened.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

Flower-bed Restoration/Main Street Plaza BID

Owosso Main Street/DDA reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work can begin before Monday, June 12, 2017 and all work is to be completed by Monday, July 25, 2017.

INQUIRIES

All inquiries regarding this bid request must be received at least three (3) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-494-3344 or by e-mail to downtownowosso@gmail.com,

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by Owosso Main Street/DDA.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by Owosso Main Street/DDA when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to Owosso Main Street/DDA, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage –The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso Main Street/DDA as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
 - a. **Vendor Proposal**
 - b. **Local Preference Affidavit**
 - c. **W-9 Request for Taxpayer ID No. and Certification**
 - d. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - e. **Insurance Endorsement**

BID PROPOSAL

FLOWER-BED RESTORATION/MAIN STREET PLAZA BID

TO: OWOSSO MAIN STREET/DDA (HEREINAFTER CALLED "OMS")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, list under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to Flower-bed Restoration/Main Street Plaza BID from June 12, 2017 through July 25, 2017 listed below at the following prices to wit:

Item	Description	Approx. Quantity	Unit	Unit Price 2017	Unit Price 2017
1	Removal of soil around paver walls of each flower-bed.				
2	Conduct the straightening and restoration of paver walls using existing pavers. <i>{Note: Some pavers may have to be replaced.}</i>				
3	Install proper drainage within each flower bed to prevent future heaving & twisting of paver walls.				
4	Replace soil within the flower beds, reinstall irrigation, and prepare bed for replanting.				

Bidder's Initial _____

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

On behalf of _____, I hereby submit this proposal for Flower-bed Restoration/Main Street Plaza BID for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the OMS to reject any and all proposals, and waive any irregularities in the bidding process. The OMS may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Witness:

By/s/

Bidder

Business Address

Signature

Printed Name

Title

Telephone Number

E-Mail Address

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso Main Street/DDA has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

Owosso Main Street/DDA reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the Owosso Main Street/DDA when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, Owosso Main Street/DDA may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD OWOSSO MAIN STREET/DDA HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save Owosso Main Street/DDA harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save Owosso Main Street/DDA harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to Owosso Main Street/DDA and, if not destroyed, will upon request be returned at the bidder' expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner:
To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____ E-Mail _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

A.

B.

C.

ADDRESS

It is hereby understood and agreed that the Owosso Main Street/DDA, its board and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

FLOWER-BED RESTORATION/MAIN STREET PLAZA BID

It is further agreed that the following indemnity agreement between Owosso Main Street/DDA and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend Owosso Main Street/DDA, its board and each member thereof and every officer and employee of Owosso Main Street/DDA from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against Owosso Main Street/DDA, its board and each member thereof and any officer or employee of Owosso Main Street/DDA which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to Owosso Main Street/DDA.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Owosso Main Street/DDA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- 3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** Owosso Main Street/DDA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Owosso Main Street/DDA as additional insured, coverage afforded is considered to be primary and any other insurance Owosso Main Street/DDA may have in effect shall be considered secondary and/or excess.
- 5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: Owosso Main Street/DDA, Executive Director, 301 W. Main Street, Owosso, Michigan 48867.
- 6. Proof of Insurance Coverage:** The Contractor shall provide Owosso Main Street/DDA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for

additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Owosso Main Street/DDA at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____
