

**BID DOCUMENTS**  
**FOR**  
**SPRING 2015 TREE PURCHASE PROGRAM**



**CITY OF OWOSSO**  
**301 W. MAIN STREET**  
**OWOSSO, MICHIGAN 48867**

**March 18, 2015**

## 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 the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city 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 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 six (6).
6. Proposals should be mailed or delivered to the Bid Coordinator's Office, 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. Bodily injury, property damage and worker's compensation – The contractor, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso 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.*

**NOTICE TO BIDDERS**  
**SPRING 2015 TREE PURCHASE PROGRAM**  
**FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed bid proposals will be received by the city of Owosso for the SPRING 2015 TREE PURCHASE PROGRAM and should be addressed to:

Bid Coordinator  
City of Owosso  
301 W. Main  
Owosso, Michigan 48867

Sealed bids will be accepted until 3:00 p.m. Tuesday, April 7, 2015 for the SPRING 2015 TREE PURCHASE PROGRAM at which time bids will be publicly opened and read aloud.

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, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted: SPRING 2015 TREE PURCHASE PROGRAM.

The proposal, contract forms and specifications are on file and may be obtained at the office of the city engineer, City Hall, Owosso, Michigan, on our website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info). Questions should be directed to Bill Brooks at 989-725-0557 between the hours of 7 A.M. and 3 P.M. Monday through Friday.

The city 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.

## **Bid Proposal**

### **SPRING 2015 TREE PURCHASE PROGRAM**

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

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

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to supply the items as detailed in the SPRING 2015 TREE PURCHASE PROGRAM bid listed below at the following prices to wit:

<b>Item</b>	<b>Description</b>	<b>Size</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Cleveland Select (Pyrus Calleryana)	1-1/2"	25	EA		
2	Crimson King (Acer Platanoides)	1-1/2"	25	EA		
3	Bowhall Maple (Acer Rubrum)	1-1/2"	25	EA		
<b>TOTAL BID</b>						

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 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 CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY 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\_\_\_\_.

\_\_\_\_\_  
Bidder

Witness:

\_\_\_\_\_

By/s/

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

## GENERAL CONDITIONS

### 1. LOCAL PREFERENCE POLICY

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 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

The city 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 city 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, the city of Owosso 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 CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city 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 the city 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 the city and, if not destroyed, will upon request be returned at the bidder's 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:

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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:

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Business name and address of sub-contractor

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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)

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (     ) \_\_\_\_\_

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.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code	Requester's name and address (optional)
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## GENERAL SPECIFICATIONS

1. All trees must conform to the standards set forth in "American Standard for Nursery Stock", as amended 1986.
2. All trees, except whips, must be grown at a northern source at least two (2) growing seasons prior to shipping.
3. All trees, except whips, must be heavily branched with a strong central leader.
4. All trees will be tree form.
5. The caliper size on all trees shall not be less than 1-1/2".
6. All trees shall have been dug with care and skill immediately prior to shipping, avoiding all damage to the buds, branches, trunk and roots.
7. Bid on sizes and varieties as listed on the proposal.
8. All trees will be considered bare root.
9. Each lot number is considered a separate and distinct bid. The City has the right to choose the low price of each individual species of trees.
10. All prices to be F.O.B. Owosso, Michigan. The seller must prepare all costs, including freight, loading, customs, brokerage, etc. All quotes and payments will be in U.S. dollars.
11. Additional tree quantities may be requested.
12. All stock is subject to inspection by the City of Owosso at unloading time. The right is reserved to reject any trees not meeting the above specifications at that time. Any tree rejected by the City of Owosso at delivery time shall be replaced within ten (10) calendar days.
13. Delivery is to be made to the City Maintenance Garage, 522 Milwaukee Street, Owosso, Michigan 48867 in **May 2015**.
14. A twenty-four (24) hour advance notice of the arrival of nursery stock must be given. Notify Bill Brooks, at (989) 725-0557 between 7:30 a.m. and 3:00 p.m., E.T., Monday through Friday; or by email to [mark.mitchell@ci.owosso.mi.us](mailto:mark.mitchell@ci.owosso.mi.us).
15. Deliveries will be accepted and unloaded between the hours of 7:30 a.m. and 2:00 p.m., E.T., Monday through Friday, excluding any City of Owosso observed holiday.
16. Questions regarding the tree bid should be directed to Bill Brooks, (989) 725-0557.