

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., 3RD FLOOR
FLINT, MI 48502

BID NO.: 10000172

SCOPE OF WORK:

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

Landscaping and fencing

per the attached specification/log plans.

If your firm is interested in providing the requested services, please submit 1 original and 1 copy of your detailed bid to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St. Rm. 304, Third Floor, Flint, MI, 48502, by August 12, 2010 @ 3:00 PM (EST). Please note: all detailed bids received after 3:00 PM (EST) will not be considered. Faxed bids into the Purchasing Department are not accepted.

Contract documents must be procured by contractors from the Department of Purchases and Supplies, Rm. 304 of City Hall for a non-refundable deposit of \$100.00 per set (checks should be payable to "Treasurer, City of Flint"). A bid guaranty or a cashier's check, representing five percent (5%) of the bid submission, must be submitted with the bid. Please note: cashier's check must be payable to "Treasurer, City of Flint."

The City of Flint may hold bids for a period of 90 days from opening, for the purpose of reviewing the results and investigating the qualifications of bids prior to making an award. The City of Flint reserves the right to waive any irregularities and accept or reject any or all bids submitted. Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3 ½%), the County vendor may have a competitive advantage.

Selected vendor(s) must be licensed to do business in the City of Flint, and provide a copy of valid license before the contract is awarded. If you have questions, please call the City's Licensing Division @ 810-766-7416.

The City reserves the right to waive any irregularities and accept or reject any or all bids submitted.

The City is an equal opportunity employer.

The successful bidder must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91.

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.

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.

Bidder shall protect against expense of any nature, shall bear costs of any suits which arise, and shall pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.

The City reserves the right to reject any or all bids, or split awards by items, unless otherwise stipulated, or to accept any bid which will best serve its interests.

The Director shall not knowingly accept the bid of a vendor /contractor who is in default on the payment of taxes, licenses, fees or other monies due the City. Purchase agreements with bidder who are found to have been in default at the time of award of such agreement shall be voided.

The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.

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 û 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.

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 A.M. 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.

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.

Any questions regarding this bid should be directed to Derrick F. Jones, Purchasing Manager, at 810-766-7340 ext. 2.

Sincerely,

Derrick F. Jones
Department of Purchases & Supplies