



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

**2009 TREE INVENTORY AND
GPS ACQUISITION**

The City of Novi will receive sealed proposals for **2009 Tree Inventory and GPS Acquisition** according to the specifications of the City of Novi.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, April 21, 2009**, at which time proposals will be opened and read. Proposals shall be addressed as follows:

**CITY OF NOVI
OFFICE OF THE CITY CLERK**
45175 W. Ten Mile Rd.
Novi, MI 48375-3024

All proposals must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"2009 TREE INVENTORY AND GPS ACQUISITION RFP"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

Notice dated: April 2, 2009



CITY OF NOVI

INSTRUCTIONS TO BIDDERS

2009 TREE INVENTORY AND GPS ACQUISITION

This RFP is issued by the Purchasing Office of the City of Novi.

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

Bid Issue Date	April 2, 2009
Last Date for Questions	April 15, 2009 by 12 Noon Submit questions in writing (via email) to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Proposal Due Date	Tuesday, April 21, 2009 by 3:00 p.m.

PROPOSAL SUBMITTALS

Submitted proposals shall include:

- The completed proposal form, memorandum of understanding, questionnaire form, and any other information requested in RFP.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

An **UNBOUND COMPLETED ORIGINAL and TWO (2) COPIES** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for services.

INSURANCE

Insurance coverage according to Attachment A must be maintained throughout the entire contract period. A certificate of insurance naming the City of Novi as an additional insured

must be provided by the successful vendor prior to commencement of work. A current certificate of insurance is to be provided to the City during the entire contract period.

TRANSFER OF CONTRACT/SUBCONTRACTING

This agreement is not transferable or assignable. Direct employees of the Contractor shall perform all work. To ensure accountability, no subcontractors will be allowed without prior written approval from the City. Such approval shall not constitute a basis for privity between the City and any subcontractor. The Contractor agrees to indemnify the City from and against any claims initiated pursuant to any subcontract the Contractor enters into in the performance of this Contract.

CONTRACT TERMINATION

The City of Novi reserves the right, upon thirty (30) days written notice to terminate the contract for failure of the vendor to comply with the terms and conditions set forth herein.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the issuing office by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

RESPONSE DATE

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF BIDS

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices.

ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

Proposals must contain all shipping/handling charges. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained within the proposal.

The successful vendor will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. The use and scope of contractor responsibility must be clearly defined.

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTECT

Should a contract ensue, the contents of the proposal of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

MATERIAL SUBMITTED

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

INCURRING COSTS

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid.

Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

DISCLOSURE OF PROPOSAL CONTENT

After contract award, and upon written request, a summary of total price information for all submissions will be furnished to those contractors participating in this bid.

INDEPENDENT PRICE DETERMINATIONS

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.



CITY OF NOVI

2009 TREE INVENTORY AND GPS ACQUISITION

SPECIFICATIONS

1. BACKGROUND INFORMATION

The City of Novi is located in Oakland County, State of Michigan. It has a population of approximately 53,000 and a land area of about 33 square miles. **There are approximately 140 city local street miles, 40 city owned major street miles, and approximately 900 acres of parkland.** The City conducted a comprehensive street tree inventory in 2006 which included a tree management plan. A total of approximately 20,000 sites were identified. The majority of Novi's land area is comprised of 15,000 relatively new, residential homes in a suburban environment. According to the City's 2004 Master Plan for Land Use, the City is about 68% developed.

The City of Novi manages its street trees through new tree plantings, tree/stump removals, tree pruning, and emergency work. All City street trees are placed on a five-year maintenance-pruning schedule. The City performs a majority of the work in-house at the direction of the Parks and Forestry Operations Manager, Mr. Steve Printz.

The City would like to improve the management of the City's park and major city road trees. In order to do so, this request for proposals is seeking qualified firms to fulfill the following objectives:

- A. Perform an inventory of public trees along major roads (no plantable locations) as directed by the Parks and Forestry Operations Manager (see priority table). This inventory will include the positions of trees using GPS equipment delivering sub-meter positioning accuracy.
- B. Perform an inventory of trees within City Parks/ Selected Transportation Interchanges/other City property (no plantable locations) as directed by the Parks and Forestry Operations Manager (see priority table). . This inventory will include the positions of trees using GPS equipment delivering sub-meter positioning accuracy.
- C. Return all data collected through the tree inventory and acquisition project in ArcGIS compatible format. City staff must be able to integrate the tree inventory data into its GIS resources and mobile GPS units. All data collected must be consistent with Exhibit #1: 2009 Novi Tree GPS Acquisition Data Model Diagram

Note: Project cost is not to exceed \$40,000.

2. **GENERAL SPECIFICATIONS: TREE INVENTORY**

A tree inventory shall be conducted by qualified individuals (certified arborists or equivalent as determined by the City of Novi) on city-owned, major roads and parks within the City of Novi. The following minimal information shall be collected per the database schema/design requirements as detailed in Exhibit #1.

- A. **Tree Location:** The location of each tree shall be determine by measuring the sub-meter GPS coordinate position of each tree in NAD 1983 (86) Michigan State Plane Coordinates (Michigan South Zone) in linear units of International Feet. The street name, address, and block side information will also be required information for each tree location.
- B. **Species Identification:** Trees should be identified by genus and species using both botanical and common names and by cultivars where appropriate.
- C. **Tree Size:** Tree diameter should be recorded by measuring at 4.5 feet above ground, or diameter-at-breast height (DBH).
- D. **Condition:** The general condition of each tree shall be recorded based on standards established by the International Society of Arboriculture. Each tree shall be given a condition rating of excellent, good, fair, poor, critical, or dead based on the overall condition of the tree.
- E. **Maintenance Requirements:** Maintenance data shall be collected for each tree/stump. In general, trees should be assessed to determine whether they need to be removed, pruned, trained, or stumps removed. The contractor should specify criteria used to make these evaluations in their proposal.
- F. **Observations:** The following general observations warranting recognition shall be included: Cavity/Decay, Improperly installed, Improperly mulched, Improperly pruned, mechanical damage, nutrient deficiency, pest problem, poor location, poor root system, poor structure, remove hardware, serious decline, and signs of stress.
- G. **Clearance Requirements:** Clearance requirements shall be recorded to identify trees that are obstructing the movement of vehicles or pedestrians or where they are obstructing signs, streetlights, of traffic lights.
- H. **Hardscape Damage:** The visible sign of damage to sidewalks and curbs shall be identified.
- I. **Aboveground Utilities:** The presence or absence of aboveground utilities shall be recorded.
- J. **Growing Space:** The type of growing space shall be identified (i.e. Tree lawn, well/pit, island...).

- K. **Growing Space Size**: The minimum width of the growing space for root development shall be recorded.
- L. **Notes**: An example of the notes to be recorded for each tree may include (but not limited to) the following: further inspection required, cable/bracing, consider removal, cavity, wound....

NOTE: The approach(s) the contractor will be using must be described sufficiently within their proposal response.

3. DELIVERABLES

At a minimum, the project will include the following final deliverables which will be required prior to releasing final payment:

- A. Weekly Reports: The contractor shall present weekly reports to the attention of the PARKS AND FORESTRY OPERATIONS MANAGER'S OFFICE for the entire contract duration.
- B. Quality Control Reports: Quality control reports will be required according to the frequency and minimum number determined per Section 8(B) of this RFP.
- C. Tree Inventory Database: The tree inventory database information shall be provided to the City in digital Microsoft Access 2003 Database format on CD or DVD formatted disc. The required database design/schema as presented in Exhibit #1 to this RFP is to be used for data collection and reporting purposes. Tree coordinate positions shall be provided in NAD 1983 (86) Michigan State Plane Coordinates (Michigan South Zone) in linear units of International Feet.

4. INVENTORY TIME AND HOURS

- A. The tree inventory shall be completed by July 1, 2009. Finished product must be delivered to the City by August 1, 2009.
- B. **Starting Date**: Work on this contract shall start within 10 business days of notice to proceed. We anticipate issuing the notice to proceed on May 5, 2009 after Council award.
- C. There will be no work on the following holidays except for possibly in the event of an emergency: New Year's Eve; New Year's Day; Martin Luther King Day; Presidents Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; and Christmas Day.
- D. The City may make available a parking site on City property; however, no indoor storage is available. The City shall not be responsible for any loss or damage incurred while equipment is stored on City property.

5. PUBLIC RELATIONS

It is critical that the Contractor and his employees respond to the public in a respectful, courteous manner. If the Contractor or one of his employees cannot satisfy a citizen, he is to refer the citizen to the PARKS AND FORESTRY OPERATIONS MANAGER'S OFFICE at (248) 347-0401.

6. SUPERVISION

This contract will be under the direct supervision of the Parks and Forestry Operations Manager or his designee. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Parks and Forestry Operations Manager or his designee. Failure by the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directive would create potential personal injury or safety hazards.

7. SAFETY

All equipment to be used and all work to be performed must be in full compliance with the most current revision of the following: American National Standard Institute (ANSI). All personnel must wear HIGHLY visible safety vests and have an identification card (provided by the City of Novi) displayed on their vests at ALL times while inventorying trees.

Standard A-300 for Tree Care Operations – the Tree, Shrub and Other Woody Plant Maintenance – Standard Practices; ANSI Z133.1 for Arboricultural Operation, Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements; the Michigan Department of Labor, Safety Standards, Part 53, Tree Trimming and Removal, and the Michigan Department of Labor, Bureau of Safety and Regulations, MI-OSHA requirements. These standards are made part of this contract by this reference.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

8. MISCELLANEOUS

- A. The contractor shall not subdivide this contract.
- B. The contractor shall provide regular “quality control” checks of the inventory data to assure that the data is accurate and consistent. The quality control method and will be determined at the project outset and will be mutually agreed upon by the City and contractor before the tree inventory and GPS acquisition shall begin.
- C. The Contractor shall furnish weekly reports to the Parks and Forestry Operations Manager stating the number of trees inventoried and the next location of work. In addition, unusual problems or conditions should be included. For example:
Location of dangerous trees and residential issues.
- D. City staff will determine locations/priorities of data collection as it relates to this project.

Tree data shall be collected on a priority basis and order will be determined by the City.

Priority 1 (High)	Priority 2 (Medium)	Priority 3 (Low)
Power Park	Novi Rd. (city)	Fuerst Park
Lakeshore Park	Meadowbrook Rd.	Landing Property
ITC Community Sports park	Taft Rd.	Fire Station 1
Rotary Park	Beck Rd.	Fire Station 2
Brookfarm Park	12 Mile Rd. Median	Fire Station 3
Wildlife Woods Park (may defer)	11 Mile Rd.	Fire Station 4
City Hall	9 Mile Rd.	Old Fire Station 4
Police Headquarters	12 ½ Mile Rd.	Ice Arena
	Old Novi Rd.	Meadowbrook Commons
	West Park Dr.	Novi Rd/I-96 Interchange
	Beck Rd./I-96 Interchange	
	M5/12 Mile Rd. Interchange (may defer)	

NOTE: The above priority list is for the contractor's information only, and no guarantee is expressed or implied that the list therein is correct or that the list is complete. Priorities and locations are subject to change at the discretion of the Parks and Forestry Operations Manager.

- E. The method of data collection for naturalized, wooded, landscaped, and/or grouped areas shall be determined by the Parks and Forestry Operations Manager prior to commencement of the project.

- F. Any Contractor work practices deemed hazardous by the City of Novi shall immediately be discontinued when verbally requested by City personnel.
- G. The contractor shall provide paper copies of the inventory data for the Parks and Forestry Operations Manager to review when solicited. Any deficiencies identified shall be immediately addressed by the contractor.

9. DEFAULT

Default is defined as the failure to fulfill the obligations of the contract, including but not limited to: failure to deliver on time the service herein contracted. The Contractor will be given **ten (10)** calendar days to correct the "default" condition. Failure to do within the specified period may result in the City of Novi canceling the contract and procuring the service from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

10. SELECTION CRITERIA

Proposals will be evaluated and ranked. The City of Novi reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The Contractor selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. Experience/Qualifications

Proposals on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of arboriculture. Contractors shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City will require proof of these qualifications and work performance references. Contractor shall provide a resume to the City demonstrating the Contractor's ability to satisfy the requirements as set forth in these specifications. The Contractor shall include in his resume any and all information pertinent to aiding the City in determining the abilities of the Contractor.

2. Capacity

Contractors should clearly identify all available resources within the company. and those which will be subcontracted to others. Provide the number of full-time/part-time employees that will be made available to accomplish the work described in these documents.

3. Methodology

Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.

4. Philosophy

Provide company's philosophy relative to tree care.

5. Timeline

Provide proposed schedule for the performance of the tree inventory services.

6. References

Please list Five (5) as required.

7. Cost

Cost Proposals per the Official Bid Form.

11. INSTRUCTIONS TO CONTRACTORS

The following pages include a **(1)** vendor questionnaire **(3)** memorandum of understanding, and an **(3)** official bid form. These items must be **FULLY** completed and submitted. **An UNBOUND Original (marked "Original") and two (2) copies of your questionnaire, memorandum of understanding, and official bid form must be submitted.** Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

12. PAYMENT

Payment shall be made to the Contractor as follows:

- 100 % of the contract sum upon completion of the project and delivery of finished product to the City of Novi by the contractor, and acceptance of data by the City.

NOTE: To be accepted by the Parks and Forestry Operations Manager, tree inventory data will have to be accurate and consistent per the standards identified in Sections 1-4 and 8. The Parks and Forestry Operations Manager shall have two weeks from the delivery date of the final product to determine the data's accuracy and consistency. Should the accuracy of the data be question, the contractor shall review the data and promptly address it. Once the data deficiencies have been corrected and accepted by the Parks and Forestry Operations Manager, payment will be authorized.



CITY OF NOVI

**2009 TREE INVENTORY AND
GPS ACQUISITION**

QUESTIONNAIRE FORM

Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Firm Established: _____ Years in Business: _____

Type of Organization: (Circle One)

a. Individual b. Partnership c. Corporation d. Joint Venture e. Other

How many full time employees? _____

How many part time employees? _____

Provide information relative to the experience your company has had working with local government. Please provide the names of municipalities where tree inventory services were provided, the municipal contact person involved, and their contact number in the contract.

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

Identify those in your firm who would be responsible, including on-site supervision for this project, and their certifications. Include educational background of principals and those who will be working on the project. How many are certified arborists?

How many clients does your company currently serve with the type of services described? Provide a list.

Please provide a list of client references (minimum of 5). Include name, address, phone number and contact person.

[illegible]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



CITY OF NOVI

2009 TREE INVENTORY AND GPS ACQUISITION

MEMORANDUM OF UNDERSTANDING

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide tree inventory services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least two hundred (200) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful vendor (s), the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the Contractor has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that if any other Contractor or to secure any advantage against the City of Novi.

The Contractor in submitting this proposal agrees that the Contractor shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the Contractor. Contractor shall submit, along with their proposal a list of their equipment for city inspection. Contractor shall execute a contract awarded on the basis of this proposal within ten (10) business days after being notified to proceed with work.

Representative's Name: _____

Title: _____

Signature: _____ Date: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



CITY OF NOVI
2009 TREE INVENTORY AND
GPS ACQUISITION
OFFICIAL PROPOSAL FORM

This organization _____ shall inventory trees on major streets, interchanges, parks, and City-owned property for the City of Novi.

A. GPS Based Tree Inventory (Major Streets, Interchanges, Parks & City-owned property)

Cost per Tree \$ _____ each

We hereby accept all Terms and Conditions of the 2009 Tree Inventory and GPS Acquisition RFP specifications.

We acknowledge the following addendums: _____
(please list addendum numbers)

Company Name _____

Representative name _____

Representative Signature _____

Telephone _____



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
4. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing

Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI

GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. The required number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted to the Purchasing Manager by the date listed in the "Instructions to Bidders" section.
4. Such interpretation, as well as any additional information will be made only as an addendum which will be mailed or delivered to each firm recorded as having received a copy of the original bid/proposal package.

5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. A bid/RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.

- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.

2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the

successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER**
 - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

**INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER
IN ORDER TO BE PROCESSED.**

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (refer to bid documents)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?
- _____ If required, are references included?
- _____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the **Office of the City Clerk before the time specified on the date specified.**
- _____ Are any bid bonds or bid deposits, if required, included in your bid package?
- _____ Addendum, if required, acknowledged on your bid proposal?
- _____ Did you include an **unbound completed** original (marked as "**Original**") plus the required number of copies of your bid? Unbound originals may be clipped but do not staple or bind the document.