



CITY OF HASTINGS, MICHIGAN

REQUEST FOR PROPOSALS (RFP)

FOR

2023 City Tree Planting

PROCUREMENT NAME: 2023 City Tree Planting

RFP ISSUE DATE: Wednesday, August 30, 2023

PROPOSAL DUE DATE: Tuesday, September 19, 2023 at 10:00 AM

Requests for Proposals and related documents may be obtained during normal business hours from the City Clerk/Treasurer's office located in Hastings City Hall at 201 East State Street, Hastings, MI 49058.

OVERVIEW OF THE PROCUREMENT PROCESS

The City of Hastings is employing a formal proposal or bid process in this procurement. All General and Specific Terms and Conditions as described below apply. Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

CONTENTS OF THE REQUEST FOR PROPOSAL OR BIDS

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NOTE: The documents provided as attachments and exhibits are not exhaustive or presumed to be complete and are provided for reference only

A. GENERAL TERMS AND CONDITIONS

1. The City of Hastings assumes no responsibility of any kind or nature for any costs incurred by any potential vendor in the preparation of a response to this RFP. This applies to and includes any costs of delivery a Proposal timely.
2. The City of Hastings reserves the exclusive, unencumbered right to:
 - a. Cancel, revise, or amend the RFP;
 - b. Reject any proposal or bid or all proposals or bids submitted in response hereto in whole or in part;
 - c. To waive any irregularities in any proposal or bid;
 - d. To award the whole or part of the work or goods that are the subject of this RFP to that offeror whose proposal or bid is, as determined in the sole discretion of the City, to be in the best interest of the City considering such factors as it may deem pertinent.
3. Sealed proposals or bids must be received on or before **Tuesday, September 19, 2023 at 10:00 AM.** at the office of the City Clerk/Treasurer. Date and time will be recorded on delivery. Deadline is for physical delivery to the specified location; postmarks or other indicators of sending or delivery will not be accepted.

Proposals or bids are to be delivered to:

City of Hastings
Office of the City Clerk/Treasurer
201 East State Street
Hastings, MI 49058

4. Any questions regarding the RFP must be submitted before **Tuesday, September 12, 2023 at 5:00 PM.** If necessary, an addendum to the RFP will be provided to all holders of the RFP of record.
5. No proposal or bid may be withdrawn for a period of sixty (60) days after the opening of the proposals or bids except as provided in the RFP.
6. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal or bid being considered non-responsive and it may be rejected. An offeror must promptly notify the Office of the City Clerk/Treasurer of any ambiguity, inconsistency, or error, which may be discovered upon examination of the RFP. An offeror requesting clarification or

interpretation of this RFP should contact Travis J. Tate, P.E., Director of Public Services at (269) 945-2468.

7. Proposals should demonstrate the offeror's successful experience in providing the services and/or items requested by this RFP.
8. Proposals must state whether any of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from. If so, the complete name and address of each such person and their connection to the City of Hastings must be disclosed in the response.
9. Any proposal submitted shall be deemed conclusive assurance that the proposer does not discriminate in any manner against any class of protected persons under federal or state law. This includes non-discrimination on the basis of gender, race, national origin, age, and other categories specified by law. Non-discrimination applies to consideration for employment and services.
10. Proposals must explicitly and completely describe and present all components of the price proposed for work or goods. The City of Hastings is exempt from State of Michigan Sales and Use Taxes.
11. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Michigan Freedom of Information Act.
12. No information regarding the contents of responses to the RFP will be released prior to award. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
13. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. The City Clerk/Treasurer will issue Addenda. Addenda will be emailed, faxed, or mailed to all known recipients of the RFP.
14. The City may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP.
15. The successful offeror must comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
16. Responses to this RFP must be in the prescribed format.

17. The City may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.
18. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of offeror.
19. Only the City will make news releases or other public announcements pertaining to this RFP or the proposed award of a contract.

B. SPECIFIC TERMS AND CONDITIONS

1. The City of Hastings is soliciting bids for the provision of approximately 48 trees for placement along the City owned right-of-way, Parks, Property, and Cemetery.
2. Specific or Technical Requirements of the Work or Goods

SEE ATTACHMENT "A".

3. Evaluation Criteria
 - a. The ability, capacity, and skill of the offeror to provide items described in this RFP in a prompt and timely manner without delay or interference.
 - b. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the offeror.
 - c. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 - d. Compliance by the offeror with laws and ordinances regarding prior contracts, purchases, or services.
 - e. The conditions, if any, specified in offeror's proposal; i.e. what expectations or requirements the offeror might have of the City as a condition of, or related to the proposal.
 - f. Compliance by the offeror with the City's insurance requirements policy.
 - g. Price.
4. Selection Process
 - a. Sealed proposals will be publicly opened immediately after the deadline for submitting proposals.
 - b. Proposals will be opened at Hastings City Hall, 201 East State Street, Hastings.
 - c. Proposals not submitted timely will not be opened or considered.
 - d. Compliance with submittal forms, insurance requirements, and price will be publicly announced at the proposal opening.

- e. City staff will evaluate proposals according to the evaluation criteria noted in the RFP and prepare a recommendation to the Hastings City Council.
- f. The City Council will make the final, binding decision as to the award of the contract or the rejection of any or all proposals.
- g. City staff or the City Council may request additional information or clarification from any offeror. Failure to supply requested additional information may result in proposal being rejected or not considered further.
- h. A Purchase Order or formal contractual agreement will be entered to effect the arrangements. Offerors should submit any requested contract terms as part of their proposal.

C. RESPONSE SUBMITTAL FORMS

Every valid response to the RFP will include the next six (6) pages completed in full and returned to the City by the stated deadline.

CERTIFICATION

In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are incorporated in this proposal by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful offeror.

Legal Name of Entity Submitting Proposal:

Address:

Street	
_____	_____
City, State	Zip

Phone:

Email:

Authorized Official:

Name	Title

Signature	Date

RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE)

***THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE
OF THE OFFEROR***

- ☐ ***NONE*** of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings nor has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.

- ☐ ***EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:***

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

USE ADDITIONAL SHEETS IF NECESSARY

**Authorized
Official:**

Name Title

Signature Date

REFERENCES

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

REFERENCE # 1

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name

Title

Email

Brief Description of Relationship:

REFERENCE # 2

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name

Title

Email

Brief Description of Relationship:

REFERENCE # 3

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

INSURANCE

Attach certificates of required insurance.

IRS W-9 FORM

Complete and attach an IRS Form W-9.

PRODUCT INFORMATION

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

OTHER INFORMATION

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

D. ATTACHMENTS AND EXHIBITS

- | | |
|---------------------|--|
| 1. ATTACHMENT "A" - | Bid Specifications. |
| 2. ATTACHMENT "B" - | Standard Form of Agreement. |
| 3. ATTACHMENT "C" - | City of Hastings Insurance Requirements. |
| 4. ATTACHMENT "D" - | Contractor's Checklist. |
| 5. ATTACHMENT "E" - | IRS FORM W-9. |



Attachment A

2023 City Tree Planting

A. Description:

1. All trees shall be two (2) inch minimum caliper.
2. Submit certification of trees to Superintendent of Streets and Construction for material acceptance for every delivery of city trees.
3. Trees to be warranted to be alive, healthy, and disease and insect free at time of installation and delivery.
4. Trees to be nursery grown stock pruned to produce vigorous and predominantly vertical growth. Trees must be true to form and quality meeting nursery standards.
5. Excavated tree pits must be backfilled with a planting soil mix to ensure proper growth and root development.
6. All trees shall have a cedar mulch ring around each tree, between three (3) feet in diameter. All excess excavated material will be removed before placement of the cedar mulch ring. There will be an outer ring of mulch between three (3) and two (2) feet in diameter, six (6) inches thick and two (2) inches higher than the inner ring. the inner ring shall be two (2) feet in diameter, four (4) inches thick, will be two (2) inches lower than the outer ring of mulch to insure water retention above the root ball.
7. All trees will be guaranteed, in writing, for one year from date of installation. Any trees that are dead or in an unhealthy condition, based on inspection by a City of Hastings representative will be replaced by the contractor at no expense to the City of Hastings.
8. The City will provide the contractor with a list and location of trees to be planted.
9. The Contractor will notify the Director of Public Services or Superintendent of Streets and Construction at least 2 weeks prior to installation.
10. The City will stake location of tree planting at least one week prior to installation.

11. The contractor will make all arrangements with the Miss Dig System to identify utility locations where trees are to be planted.
12. The City of Hastings reserves the right to reject any and all bids, to waive any irregularities in the bids and to accept the bid which the City believes to be in its best interest, all factors considered.
13. Trees must be staked on a minimum of two sides to ensure proper growth.
14. The City reserves the right to adjust the actual quantities placed by +/- 30% without altering the bid unit price per species of trees.

B. General Requirements:

1. Provide the following materials as listed:
Provide and plant the following trees:

Unit	Per	Bid Item – Tree Species	Location	Unit Price	Total Item Cost
16	Ea	Acer Palmatum - Japanese Maple	City Tree		
32	Ea	Acer Rubrum –Red Maple	City Tree		
Total Project Cost:					

2. Bid submittals shall clearly indicate the species, caliper and cost of trees to be provided.
3. Submittals must be signed by a qualified agent of the firm submitting the bid.
4. Submittals should contain any documentation deemed appropriate or helpful for thorough bid analysis.
5. All work to be completed no later than November 4, 2023 unless otherwise approved by the Director of Public Services.

Attachment B
Standard Form of Agreement
Between The City of Hastings and Contractors

This agreement is made this day _____ between the City of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor

_____, for the following project:

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the City of Hastings authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Director of Public Services.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum will be outlines in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies, correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outline in the bid documents.

Payment to a Contactor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within thirty days from receipt of the Contractors billing statement and processing by the Director of Public Services.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings

Signature

Travis Tate

Printed Name

Director of Public Services

Title

201 East State St

Address

Hastings, MI 49058

Contractor

Signature

Printed Name

Title

Address

Tax ID Number _____

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. Doing work on City Property.

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, right-of-ways and buildings.

The following coverage is required:

	Type	Limit of Liability	
1	Workers Compensation Statutory Coverage B and Employers Liability	\$500,000.00	
2	Public Liability (Including products and completed operations liability)	\$500,000.00	Each Person
	Bodily Injury	\$1,000,000.00	Each Accident
	Property Damage	\$500,000.00	Each Accident
		\$1,000,000.00	Each Aggregate
3	Automobile Liability (Including hired cars and automobile non- ownership)		
	Bodily Injury	\$250,000.00	Each Person
		\$500,000.00	Each Accident
	Property Damage	\$250,000.00	Each Accident
		\$5,000,000.00	Each Aggregate
4	Additional Insured - The City of Hastings to be specifically named in clause on policy and certificate as an "additional insured"		

Attachment D

Contractors Checklist

I Certificate of Insurance

A Workers Compensation

Date Received

B Liability

Date Received

II Loss History

A Provided by Agent

III Safety Program

Yes

No

A Familiar with MIOSHA regulations

B Are safety standards used daily

C Written safety program

D Safety Coordinator

E Michigan Right to Know Program

F Permit required Confined Space Entry

G Power lock out/tag out program

H First aid personel on site

I Fire safety and suppression plan

J Personal protective equipment used

K Auto safety (CDL Certifications)

L Proper MDOT Roadway procedures

M Proper trenching/excavation standards

N Preventative maintenance program

O Process safety mgmt of hazardous chemicals

I attest that the above responses are true to the best of my knowledge.

Contractor or Representative

Title

Date

NOTICE OF ADDENDUM NO. 1

PROJECT: City of Hastings – 2023 City Tree Planting

LOCATION: City of Hastings, Barry County

DATE: September 13, 2023

DISTRIBUTE TO: All Prospective Bidders

Replace in Attachment A, Description 1. “All trees shall be two (2) inch minimum caliper.” with Addendum #1 note below:

“Red Maple trees shall be two (2) inch minimum caliper and Japanese Maple trees shall be one and a half (1-1/2) inch caliper.”

The bid opening date, time and place shall remain the same.

Please sign, date, and return this form with your bid acknowledging that you have read and understand the changes.

Sign Name: _____

Print Name: _____

Company: _____

Date: _____