



CITY OF
SUN PRAIRIE
Wisconsin

CITY OF SUN PRAIRIE
REQUEST FOR BIDS

2023 Bulk Tree Purchase

RFB# 23-PRF10

Date Issued: Friday, January 20, 2023

SUBMIT RFB TO

City of Sun Prairie

Finance Department

300 E Main St

Sun Prairie, WI 53590

SUBMISSION DEADLINE

Monday, February 27, 2023, 2:00 PM

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OFFICIAL NOTICE
CITY OF SUN PRAIRIE, WISCONSIN
RFB – 23-PRF10

The City of Sun Prairie Parks, Recreation & Forestry Department will receive written bids for 2023 Bulk Tree Purchase until 2p.m. local time, 02/27/2023 at the Finance Office, 300 East Main Street, Sun Prairie, Wisconsin, 53590, at which time the bids will be publicly opened and read aloud.

Bids are invited on the following work:

Nursery Tree Purchase: The Parks, Recreation and Forestry Department anticipates purchasing no less than 200 trees in 2023 and split the number of trees (approx. 50%/50%) between Spring and Fall plantings. Final quantities for each planting to be determined by the City Forester closer to each respective planting period. This request for bid is for TREE PURCHASE ONLY.

Bid documents are published on bid distribution networks DemandStar and VendorNet.

The City of Sun Prairie reserves the right to reject any or all bids or to waive any informalities in the bidding process.

Bids may be held by the City of Sun Prairie for a period not to exceed sixty (60) days from the bid opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (based on Owner's evaluation as thereafter provided) makes an award. The term "Bidding Documents" includes the Official Notice, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 1.1** Complete sets of Bidding Documents must be used in preparing Bids; neither the City nor the Parks, Recreation & Forestry Department assumes any responsibility for errors in misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 1.2** The City and Parks, Recreation & Forestry Department in making copies of bidding documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of the City's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualifications to do business in Wisconsin or covenant to obtain such qualifications prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1** It is the responsibility of each Bidder before submitting a Bid to:
 - a. Examine the Contract Documents thoroughly,
 - b. Notify the Parks, Recreation & Forestry Department of all conflicts, errors or discrepancies in the Contract Documents.

5. INTERPRETATIONS AND ADDENDA

- 5.1** All questions about the meaning or intent of the Contract Documents are to be directed to Parks, Recreation & Forestry Interpretations or clarifications considered necessary by the Parks, Recreation & Forestry Department in response to such questions will be issued by Addenda mailed to all parties recorded by the Parks, Recreation & Forestry Department as having received the Bidding Documents.
- 5.2** All requests for interpretation must be received at least five days prior to the date fixed for the opening of Bids. Addenda will be mailed no later than three days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.
- 5.3** Oral and other interpretations or clarifications will be without legal effect.

5.4 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or the Parks, Recreation & Forestry Department.

6. CONTACT INFORMATION

The City of Sun Prairie Parks, Recreation & Forestry is the procuring agency:

Cindy Burtley, Parks & Forestry Division Manager
City of Sun Prairie Parks, Recreation & Forestry
300 E. Main Street
Sun Prairie, WI. 53590
Phone: 608-825-0723
cburtley@cityofsunprairie.com

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the work is to be substantially completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. SALES AND EXCISE TAX

The city of Sun Prairie and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax. Each Bid shall include all taxes in effect at the time the Bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who required further explanation or clarification, are requested to contact the Wisconsin Department of Taxation, State Office Building, Madison, Wisconsin. If the tax laws are subsequently amended by legislation during the life of this Contract, the Contract will be adjusted to reflect the net change caused by such amendment.

9. BID FORM

- 9.1 The Bid Form is included with the bidding documents. The Bid must not be separated from the attached volume.
- 9.2 All blanks on the Bid Form must be completed in ink. The price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence.
- 9.3 Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and official address for the partnership must be shown below the signature.
- 9.5 All names must be printed below the signature.
- 9.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number of communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Request for Bid document and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

No bid will be considered which is received after the closing time.

11. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids. Upon opening of bids, the city of Sun Prairie shall become the owner of all submitted bids and bids are subject to open records requests.

13. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening.

14. PUBLIC RECORD LAW COMPLIANCE

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

- a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or

employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

- b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

15. AWARD OF CONTRACT

- 15.1** The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.
- 15.2** Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 15.3** Bids which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the City.
- 15.4** In evaluating Bids, the City will consider the qualifications of the bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 15.5** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.
- 15.6** The City shall be satisfied that the Bidder involved:
 - 1. maintains a permanent place of business;
 - 2. has adequate plant equipment to do the work properly and expeditiously;
 - 3. has a suitable financial status to meet obligations incident to the work;
 - 4. has appropriate technical experience; and
 - 5. can submit a satisfactory performance record.
- 15.7** If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the City indicates to the City that the award will be in the best interest to the project.
- 15.8** If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

16. CANCELLATION

The City of Sun Prairie reserves the right to cancel any contract in whole or part without penalty due to no appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this contract.

17. SIGNING OF AGREEMENT

When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City. Within 10 days thereafter the City shall deliver one fully signed counterpart to Contractor. In case the successful Bidder fails to sign the Agreement within the above prescribed time, the City may at its' option consider that the Bidder has abandoned the contract, in which case the Bid security accompanying the Bid shall become the property of the City.

18. TERMINATION OF CONTRACT

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of the termination plus expenses incurred with the prior written approval of the agency. In the event that the Contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the Contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the Contractor to the agency not less than 30 days prior to said termination.

19. PAYMENT TERMS AND INVOICING

The city of Sun Prairie normally will pay properly submitted vendor invoices within 30 days of receipt providing goods and/or services have been delivered, installed, and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including references to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract.

INDEMNIFICATION – Non-Construction

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, or City of Sun Prairie's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers.

INSURANCE REQUIREMENTS – Non-Construction

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor/Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,00 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Contractor/Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Contractor/Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises occupied or used by the Contractor(s); and vehicles owned, leased, hired or borrowed by the Contractor(s).
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
7. Such liability insurance shall indemnify the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Sun Prairie, and shall have a minimum A.M. Best's rating of A- VII.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Sun Prairie, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for

ongoing work exposure and Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work – Until the completion and final acceptance by the City of Sun Prairie of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors – In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

BID FORM
CITY OF SUN PRAIRIE, WISCONSIN

RFB – 23-PRF10

Bids will no longer be received after 2 p.m., local time, 02/27/2023

BID OPENING: 2 p.m., local time, 02/27/2023

City Hall 300 E. Main St. Second Floor Caucus Room

PROPOSAL TO THE CITY OF SUN PRAIRIE, WISCONSIN

In conformity with the Official Notice listed herein, the undersigned Bidder, having examined the site of the work and the Contract Documents, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed thereunder, and agrees to execute the proposed contract for the completion of said work, at the locations and for the prices set forth on the inside pages of this form and/or any related attachments.

PROPOSAL

SECTION 1: PROPOSED PRICES FOR SPECIFIED WORK

The following pages list the estimated quantities for the specified work. Complete both the written and numerical spaces for each item listed.

SECTION 2: TIME OF COMPLETION

We the undersigned, if awarded the contract, agree that the equipment in the Contract Documents shall be delivered by **04/17/2023 (Spring)** and **10/16/2023 (Fall)**.

SECTION 3: ADDENDUM RECEIPT

We acknowledge the receipt of the following Addenda:

NUMBER AND DATE OF ADDENDUM

SECTION 4: PAYMENT TERMS

Will the Contractor accept credit card for payment without any additional fees? Yes No

Will the Contractor accept Electronic Funds Transfer (EFT) for payment? Yes No

Completed W-9 attached? Yes No

**SWORN STATEMENT OF BIDDER
AS REQUIRED BY
WISCONSIN STATUTE 66.29 (7)**

I, being duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this bid from the plans, specifications, and other contract documents and have checked the same in detail before submitting this bid; and this sworn statement is hereby made a part of the foregoing bid.

Signature _____

Title _____

This bid submitted by _____
(Name of Company)

Bidder, of

(Address) (City) (State)

Telephone Number () ____ - ____ a _____,
(Corporation, Partnership, Etc.)
to the City of Sun Prairie, Wisconsin, submitted this _____ day of _____, 2023.

(Print Name of Bidder)

By _____
(Signature)

Title _____

Questions regarding this bid should be submitted to:

Name of Office Completing bid form: _____

Phone Number, if different than above () ____ - ____

Subscribed and sworn to me this

_____ day of _____, 2023.

Notary Public _____

My Commission Expires: _____

BID PROPOSAL

Prepare the Bid proposal to include the following:

SCOPE OF WORK:

COMPLETE ATTACHED BID FORM (ATTACHMENT A) UNDERSTANDING THE FOLLOWING SPECIFICATIONS:

Nursery Tree Purchase:

The Parks, Recreation and Forestry Department anticipates purchasing no less than 200 trees in 2023 and split the number of trees (approx. 50%/50%) between Spring and Fall plantings. Final quantities for each planting to be determined by the City Forester closer to each respective planting period. Tree planting services are completed under a separate contract. This request for bid is for TREE PURCHASE ONLY.

Method of Award:

Award shall be made to the responsible bidder that can provide adequate stock (15 trees per species/variety) for at least 75% of the listed species/varieties and provides the lowest average price across caliper size (minimum 1.5") and stock type (either ball and burlapped or container grown). If there are species and/or quantities of trees that the awarded bidder are not able to supply, the City of Sun Prairie Parks, Recreation and Forestry Department reserves the right to purchase additional trees from the lowest bidder that is able to provide additional nursery stock. Prices must remain the same even if the order is split amongst multiple nurseries.

Delivery:

Tree prices must include delivery cost(s). All trees shall be delivered to a site determined by the City of Sun Prairie's City Forester. Trees ordered for the Spring planting shall be delivered at the bidder's earliest convenience but no later than Monday, April 17th, 2023. Trees ordered for the Fall planting shall be delivered no earlier than Monday, September 25th, 2023, and no later than Monday, October 16th, 2023. The City of Sun Prairie reserves the right to reject delivery of any or all trees if they are deemed unacceptable due to noncompliance with the quality standards identified below. All subsequent freight and shipping charges associated with rejection of delivery will be at the expense of the supplier.

Quality:

All plants shall be nursery grown unless otherwise indicated. They shall have been growing in similar climatic conditions to Sun Prairie, WI and shall be dug no more than two weeks prior to delivery (excluding container grown). All plants shall be true to type and first quality. They shall be single stemmed and have a visible root flare, a well-developed branch structure with ample, healthy buds present and a vigorous, fibrous root system. They shall be free from defects which include, but are not limited to, trunk wounds (mechanical or biological), disfiguring knots, sun scald injuries, plant pathogens and diseases, improper pruning cuts, dead or dying branches, symptoms of wilt, and evidence of prior storm damage. The City Forester will evaluate stock upon delivery. If stock is not of adequate quality determined by City Forester, the stock may be rejected and shall be replaced by the supplier at their cost.

Proof of Nursery or Growers License:

If sourced from a Wisconsin grower/dealer, that business shall be a DATCP-licensed grower or dealer of nursery stock. Provide proof that you have a nursery grower or dealer's license. This can be as simple as providing your license number with your bid. This ensures that the stock meets standards for viability and freedom from pests and diseases. If the trees are purchased from an out of state source, that source should be licensed in the state of origin, and all stock shipments must be accompanied by a Plant Health Certificate or Phytosanitary Certificate attesting that the nursery stock was inspected by a plant regulatory official in that state and is apparently free from pests and diseases.

INSTRUCTIONS FOR EXECUTING THE CONTRACT

If the contract is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary of Assistant Secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the contract should be signed with his official signature. Please have the name of the signing party printed under all signatures to the contract.

If the Contractor should be a partnership, each partner should sign the contract. If the Contract is not signed by each partner, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to sign such contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor by operating under a trade name) should be indicated in the contract and the contract should be signed by such an individual. If signed by other than the Contractor there should be attached to the contract a duly authenticated Power of Attorney evidencing the signer's authority to execute such a contract for and in behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____

Secretary of the corporation named as Contractor herein above; that who signed foregoing contract on behalf of said corporation was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is written within the scope of its corporate powers.

(CORPORATE SEAL AND SIGNATURE)

(PRINT NAME)