



CHARTER TOWNSHIP OF WEST BLOOMFIELD

INVITATION TO BID

GRASS AND WEED MOWING PROGRAM

BID: 02122018

DEADLINE: Tuesday, March 13, 2018, 2:00 p.m.

The Charter Township of West Bloomfield is soliciting bids from qualified sources for annual maintenance of grass and weed mowing. Sealed bids must be submitted in accordance with the enclosed instructions and must be submitted to the Township Clerk's Department, on or before Tuesday, March 13, 2018, 2:00 p.m. After that time, they will be publicly read in Town Hall Conference Room #75/76. The awarded vendor shall supply all materials, equipment, vehicles and personnel needed to service this contract in accordance with the specifications.

This contract will be issued for one (1) season, with an option of a renewal for two additional seasons (approved seasonally) upon mutual agreement of both parties, under the same terms and conditions of the original Township specifications and contractors bid. Any renewal must receive Township Board approval.

Bid packages can be obtained at the Township Clerk's office during normal working hours 8:00 am – 4:30 pm or through the Michigan Intergovernmental Trade Network (MITN) www.MITN.info.

A Pre-Bid Meeting will take place on Tuesday, March 6, 2018, at 11 a.m. in the Board Room at West Bloomfield Township, located at 4550 Walnut Lake Road, West Bloomfield, MI 48323. Representatives from West Bloomfield Township will be present to discuss the project. Bidders are required to sign-in. Vendors who do not attend the pre-bid meeting and submit a proposal, will have their proposal deemed unresponsive and will not be considered.

Preparation of Bids

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder's risk.
2. Each Bidder shall furnish all the information required. The person signing the bid form must initial erasures or other changes. Partial bid packages may be rejected.

3. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or conditions within the invitation, he or she is advised to call and have that portion clarified. For clarification on bidding instructions or submission, contact Catherine Ellerson, Purchasing Agent at (248) 451-4801.
4. Bids must disclose the name and form under which the bidder does business including the names and addresses.
5. The submission of multiple bids by any contractor, under the same or different names, and collusion among or between bidders, is prohibited, and if determined by the Township to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.

Submission of the Bid

1. All bids must be submitted in a sealed envelope, and must include the following information on the face of the envelope: bidder's name, address, bid number, and item. Failure to do so may result in the premature opening of or failure to open such a bid. **Send bids to the attention of the Township Clerk, Debbie Binder, Charter Township of West Bloomfield Clerk's Department and address bids as directed below:**

For delivery directly to Town Hall: 4550 Walnut Lake Road, West Bloomfield, MI 48323.

2. Bidders are responsible for submitting bids before the stated closing time. Delays in the mail will not be considered. Any bid received after the stated deadline will be rejected. **Fax or emailed bids will not be accepted.**
3. Any bid may be withdrawn by giving written notice to the Township Clerk before the stated closing time. After the stated closing time, no bid may be withdrawn or canceled for a period of sixty (60) days after said closing time, except the successful bidder whose bid prices will remain for the entire contract period.
4. The bidder may change or modify his/her bid up to the established closing time. Any modification must be presented in writing, and submitted in accordance with the above format, and clearly marked "**Bid Modification.**"
5. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined and supplementary information may be attached.
6. **Submit one (1) original and three (3) copies of your bid.**
7. Submit with your bid at least five (5) references with contact names and phone numbers.

8. Submit a list of any subcontractors that will be used to perform the work.
9. The submission of a bid shall constitute the bidder's representation to the Township, and agreement that the bidder has not, does not, and if awarded the contract, will not unlawfully discriminate or allow unlawful discrimination against any persons.

Terms & Invoicing

1. All bids are tax exempt.
2. All bids will be considered net 30, unless otherwise stated.
3. The Contractor must submit an invoice for any services provided under this contract within ten (10) days of the date of service with all appropriate backup to support the invoicing. All invoicing must be typed or computer generated.

General Conditions

1. The Township reserves the right to accept or reject any or all bids, to let bids again, and to waive any irregularities in the best interest of the Township.
2. Any errors, omissions, or discrepancies in the specifications discovered by a prospective bidder must be brought to the attention of **Catherine Ellerson, Purchasing Agent at 248-451-4801**, as soon as possible after discovery. Further, the Contractor will not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.
3. No part of any agreement or contract with the Township may be assigned or subcontracted without the Township's prior written consent.
4. The Township may terminate the contract without penalty upon fourteen (14) days written notice due to poor performance or reasons deemed to be in the best interest of the Township. A designated representative of the Township will be solely responsible for determining acceptable performance levels. His/her discretion will be deemed in the Township's best interest and will be final. The Township reserves the right to award to the next available and qualified contractor, to rebid the contract, or do whatever is deemed in the best interest of the Township.

Award

1. The evaluation and award of this bid will be based on a combination of factors including, but not limited to, the following: experience/qualifications, references, compliance with specifications, completeness of bid, bid price, ability to meet service requirements, manpower and equipment available to perform this service, and any other factors considered to be in the Township's best interest.

2. The awarded contractor understands that the Township reserves the right to adjust the number of cuttings or terminate this agreement at any time as best serves the Township's needs.

Rules, Regulations, Laws, Ordinances and Licenses

1. The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.
2. The awarded contractor shall be in compliance at all times with all state and federal employment, social security, tax, wage, withholding, reporting and immigration laws, rules and regulations with respect to all employees and or independent contractors of the awarded contractor that are or may be involved in the performance of work under the contractor, with a sworn statement under oath that the contractor is and will be in compliance with this qualification requirement to be submitted with the bid or proposal.
3. The awarded contractor shall provide the Township with a written list containing the names of all employees and independent contractors who may be performing work under this contract, with each such employee or independent contractor to have some form of state or federal government identification in their possession at all times they are performing work under the contract.

Scope of Work

Lot Weed Cutting

1. The Township Code Enforcement Department will issue work orders for specific lots to be mowed on an "as needed" basis. Work orders will be grouped geographically by sections as much as possible so as to minimize equipment travel.
2. The contractor will provide all the necessary machinery, tools, and labor to mow the front ditch and roadside, where applicable, to mow the specified lots to a height of three inches (3").
3. The Contractor will be required to take before and after photos of each lot mowed. The Contractor shall provide a 2' x 3' wipe-off sign so the address can be clearly written and appear in the photos.
4. The Contractor shall mow the specified lots within two (2) business days, weather permitting, from notifications or work order release from the Code Enforcement Department. Mowing will be done Monday through Friday (business days), between 8 a.m. and 7:00 p.m., or as designated by the Code Enforcement Department.
5. The weed cutting program will commence by May 15th and continue throughout the growing season. There is no commitment to the number of lots to be cut other than as work

orders are released. It is anticipated that the most intense activity will be the first three (3) weeks of June and the last three (3) weeks of August.

6. Work orders issued by the Code Enforcement Department will not be honored if the lot has already been cut or the lot owner or contractor has begun to cut at the time of arrival.

Right-of-Way Mowing

1. Right-of-ways require a cutting of a five (5) foot area on each side of the improved travel portions of the designated path. Additional cutting may be required. Therefore, an hourly rate for different/additional services is requested. Cutting of identified right-of-ways shall only be done when the vegetation in these areas exceeds a height of six (6) inches or as directed by the Code Enforcement Department. Dates for cutting of these areas shall be provided to the Contractor by the Code Enforcement Department.
2. With both of these programs there is no specific guarantee to the volume of work other than as individual written orders are issued.

Additional Vendor Requirements

1. Should either mowers or any of the other equipment not be operational, the awarded vendor shall be responsible for renting equipment similar to what is specified herein and any cost involved shall be at no additional charge to West Bloomfield Township.
2. All mowing or trimming that does not meet the specifications must be corrected before West Bloomfield Township will give approval for payment.
3. West Bloomfield will not pay for mowing that is done at such a high rate of speed as to cause grass to be torn, laid over, or damaged in any manner. The Contractor shall be responsible for the removal of excessive grass clippings from severe overgrowth.
4. Contractor must guarantee the reimbursement, repair or replacement of any cultivated areas damaged by careless or accidental use of equipment or machinery. Also to repair or replace any fences, buildings, signs, poles and or appurtenances destroyed or damaged by careless or accidental use of equipment or machinery in the performance of this contract.
5. Contractors submitting quotes must have been in the turf grass maintenance business for a minimum of three (3) years. With your bid provide documentation that confirms your company meets this requirement. Provide a brief history of your firm indicating the years in business in the State of Michigan.
6. Contractors submitting quotes must be capable of providing a minimum of five (5) references in the State of Michigan to which their firm has provided services.

7. Contractors submitting quotes must be able to schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The company must have the available equipment and personnel necessary to properly service the site(s).
8. The bidder must include with their bid a complete list of the equipment to be used indicating make, model, and age of each item as well as cutting width(s) of the mower(s). All equipment must be available for inspection and demonstrated to be operational to be a successful bidder.
9. The successful bidder must furnish certificates of insurance evidencing the following minimum coverages as described in Attachment A within five (5) business days of the contract award. **Attachment A must also be signed and returned with your bid.** Also include a copy of your current insurance coverage.
10. The awarded vendor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time supervisor, manager or crew leader on the premises to carry out those responsibilities. The manager or crew leader shall have the authority to act as agent for the awarded vendor in his/her absence, and shall be fully qualified to implement the quote specifications. **All work and equipment shall comply with OSHA standards.**

On-site supervisor, manager or crew leader shall be involved in the actual contracted maintenance services and the supervisory services provided by this individual and will not be charged to the Township as a separate service. The assigned supervisor, manager, or crew leader must be professional in his/her appearance and demeanor; these individuals must have the necessary communication skills (verbal and written) to effectively communicate with Township personnel and individuals they may encounter in performance of their duties. In addition, this supervisor, manager, or crew leader must be equipped with a communication device that would provided these individuals a method of contacting the appropriate agencies in the event of an emergency and to be contacted by Township representatives when necessary. This contact information must be provided to the Township (Code Enforcement and Purchasing Departments) prior to the onset of service.

Any changes to this contact information must be provided to the Township and its agents (Code Enforcement and Purchasing Departments), immediately (within 24 hours or at the start of the next business day).

11. The awarded contractor shall be responsible for instructing his/her employees in all safety measures. All equipment used by the awarded vendor must be maintained in a safe operating condition. At all times free from defects or wear which may in any way constitute a hazard to any person or persons on Township property or at any location where services are provided. All employees shall wear proper protective equipment while working on Township premises.

12. The Township reserves the right to request additional information and clarifications during the bid evaluation process. If additional information is requested the bidder must respond in writing within five (5) business days.
13. Any and all employees of the contractor are required to wear other garments that identify them as employees of the Contractor. The minimum information required on the front and back of these outer garments shall include the name of the contractor's business and business phone number. All information appearing on the outer garment worn by the contractor's employee must be in good taste and readable from a distance of ten (10) feet. Such garments and all apparel worn by the contractor's employees must be in compliance with OSHA standards.

All vehicles used by the contractor in the transportation of equipment or personnel must be clearly marked identifying the contractor and providing a business phone number. This information must be displayed using the English alphabet, using letters and numbers no less than four (4) inches in height and a contrasting color from the background color to which they are affixed.

**WEST BLOOMFIELD
LOT WEED CUTTING AND RIGHT-OF-WAY MOWING
BID FORM**

BID: _____

DEADLINE: Tuesday March 13, 2018 @ 2:00p.m.

Contractor name: _____

Lot Weed Cutting	Rate Per Cut
A-1 Lots – Less than 5,000 s.f.	\$
A-2 Lots – 5,001 s.f. to 12,000 s.f.	\$
A-3 Lots – 12,001 s.f. to 25,000 s.f.	\$
A-4 Lots – 25,001 s.f. to 1 acre	\$
A-5 Lots – over 1 acre	\$
Right-of-Way Mowing	Rate Per Service
Specify a rate to mow a 5’foot cut on each side of all pathways within the right-of-way (Map provided)	\$
Additional Services	Rate Per Hour
Supervisor/Manager/Crew Leader	
Laborer	
Laborer & Lawn Mower	\$
Laborer & Weed Eater	\$
Laborer & Pickup Truck	\$
Laborer & Dump Truck	\$
Laborer & Tractor and Brush hog	\$
Laborer & Grading Tractor	\$
Tree & Shrub Trimming	\$
Debris Removal (per cubic yard for landscape related services)	\$

Debris Removal – Occasionally the Township and/or its agents encounter situations where properties within the Township require the removal of non-hazardous household related items. To accomplish the removal of this type of debris, the Township must retain the services of an outside contractor to remove these items. The Township anticipates the Laborer and Supervisor/Manager/Crew leader rates above would apply for this service. The Township would also expect to be charged for transport and disposal of the items removed from these properties. Please provide above a per cubic yard cost for this service. These items must be disposed of in a manner in keeping with any and all published guidelines so there is no negative impact on the environment.

In submitting this bid the contractor declares that he/she will furnish all the manpower and machinery and payments of and for same, holding the Township of West Bloomfield free of liens or encumbrances upon present of future payments made by the Township to the contractor.

The undersigned bidder also, declares that, having carefully examined the site for the proposed work, attended a required pre-bid meeting and informed himself/herself fully in regard to the conditions to be met in the performance of the work, and having read and examined all specifications pertaining to this work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision, and all else necessary for the satisfactory and complete performance of these services to the Township of West Bloomfield.

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Email Address:** _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: _____ **State of Organization:** _____

Representative's Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A – INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the Charter Township of West Bloomfield.

1. **Worker’s Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker’s Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The contractor shall procure and maintain during the lift of the contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Products and Completed Operations; (c) Independent Contractors Coverage; (d) Board Form General Liability Extensions or equivalent; (3) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. **Excess Liability Insurance:** The contractor shall procure and maintain during the life of this contract Excess Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. **Additional Insured:** Commercial general Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The Charter Township of West Bloomfield, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
6. **Cancellation Notice:** Worker’s Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to: Catherine Ellerson, Purchasing Agent, West Bloomfield Township, P.O. Box 250130, West Bloomfield, MI 48325.
7. **Owners’ and Contractors’ Protective Liability:** The contractor shall procure and maintain during life of this contract, a separate Owners’ and Contractors’ Protective Liability Policy

8. with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The Charter Township of West Bloomfield shall be “Named Insured” on said coverage. Thirty (30) days notice of cancellation shall apply to this policy.
9. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and send to: Catherine Ellerson, Purchasing Agent, West Bloomfield Township, P.O. Box 250130, West Bloomfield, MI 48325.
10. If any of the above coverages expire during the term of this contract, the contractor shall delivery renewal certificates and/or policies to the Charter Township of West Bloomfield at least ten (10) days prior to the expiration date.
11. **Cancellation Notice:** Coverage certification shall include an endorsement state the following: “It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction, and/or Material Change shall be sent to Catherine Ellerson.

CONTRACT

This Contract shall be effective as of the date of Township board approval, _____, 2013 and is between the Charter Township of West Bloomfield, whose address is 4550 Walnut Lake Road, P.O. Box 250130, West Bloomfield, Michigan 48325-0130, (“Township”), and _____, whose address is _____ (“Contractor”).

Project. This Contract is for a project to be referred to as Lot Weed Cutting and Right-of-Way Mowing. This contract will be issued for one season, with an option of a renewal for two additional seasons (approved seasonally) upon mutual agreement of both parties, under the same terms and conditions of the original Township specifications and the contractors bid.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the work specifications which are attached to and part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Contract Price and Payment. The Contract Price is as specified in West Bloomfield Specifications & Bid Form which is attached. The Township agrees to pay the Contractor the Contract Price in exchange for and consideration of the timely and satisfactory completion of the work. Except as may be otherwise provided in the Contractor’s Bid or Proposal and agreed to by the Township, payments toward the Contract Price shall be made for satisfactorily completed work within thirty (30) days of the Township receiving the bill or invoice for the work from the Contractor. The procedure and information required in the submission, review and payment of progress and final payment requests is contained in the Payment Procedure that is attached to and part of this Contract. Payment requests may not be submitted more than once per month.

Insurance. This Contract is conditioned on the Insurance Requirements that are attached to and part of this Contract, being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverage to be maintained for the life of this Contract and the Township entitled to thirty (30) days written notice of any cancellations or changes.

Time of Work and Liquidated Damages. All permits, insurance and bond requirements shall be satisfied within five (5) days of this Contract, with the work to be commenced, diligently prosecuted and completed within a time specified in a written notice to proceed given by the Township to the Contractor that is consistent with the commencement and completion requirements disclosed in the Township’s Invitation to Bid. These time limits are of the essence of this Contract and failure to meet them shall permit Township to exercise its rights and remedies for default as provided in this Contract and to assess Liquidated Damages in whatever manner and amounts as were disclosed in the Township’s Invitation to Bid, whether or not work has been commenced.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the Township, its agents and others working on

the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon a failure to do so, the Township may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor or preserve the claims of defects or defaults without termination by written notice to Contractor.

Disposal Requirements. The Contractor shall perform all work and dispose of all scrap, unused, discarded, waste or demolition debris and materials resulting from the work in compliance with all provisions of applicable federal, state, county and Township environmental laws. This obligation includes lawful disposal of all material, with a condition of the Township's payment obligation being Contractor delivering to Township copies of written documents from the licensed landfill or disposal site, confirming the lawful disposal of all such materials, the disposal costs and that those costs have been paid in full by Contractor.

Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan, with the additional legal authority, restrictions or limitations applicable to the work, if any, to be set forth in a Statement of Additional Authority, that if attached to this Contract shall be a part of it.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Termination. The Township reserves the right to cancel this contract without cause or reason upon 30 days' written notice.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Township: Erik Beauchamp, Code Enforcement Supervisor
Catherine Ellerson, Purchasing Agent

Contractor:

Changes. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES
OF SIGNATURES:

CHARTER TOWNSHIP OF WEST
BLOOMFIELD

By _____
Steven Kaplan
Its: Supervisor

Date: _____

By _____
Debra Binder
Its: Clerk

Date: _____

Contractor:

By _____

Its:

Date: _____

WORK SPECIFICATIONS

The plans, specifications, limitations, requirements and conditions for the work under this Contract are those contained or referenced in the attached Township's Invitation to Bid and the Contractor's Bid Submittal all of which are considered to be part of this Contract.

PAYMENT PROCEDURE

Contractor Representative (to submit payment requests):

Township Representative(s) (to receive payment requests):

Information required on Invoices or Bills: Service provided and date

Documentation Required to Be Submitted with Invoices or Bills:

INSURANCE REQUIREMENTS

The Insurance Requirements applicable to this Contract are attached.