

INVITATION TO BID

LAWN CARE SERVICES BID

The City of Fenton, Michigan will receive sealed bids at the City Clerk's Office, 301 South Leroy Street, Fenton, Michigan 48430-2196 for lawn care services within the City of Fenton until Friday February 23, 2018 at 11:00 am.

Bids will be publicly opened and read at that time in the conference room of the Fenton City Office, 301 South Leroy Street, Fenton, Michigan. Bids should be submitted in sealed envelopes plainly marked "LAWN CARE SERVICES - CITY OF FENTON".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in municipal or commercial lawn care work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Proposal forms and specifications are on file for the inspection of bidders at the Fenton City Offices, 301 South Leroy Street and copies may be obtained by qualified bidders. Bidders can also go to www.cityoffenton.org to receive a copy of the bid.

The City Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, in their opinion, is most advantageous to the City.

Michael A. Hart
Assistant City Manager

CITY OF FENTON
LAWN CARE SERVICES
Fenton, Michigan

PART I

GENERAL INFORMATION FOR THE BIDDER

I-1 QUALIFICATION REQUIREMENTS:

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

I-2 BID FORM:

Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Contractors not responding to all information requested in the RFB may have their bids rejected. For the RFB, the bid must remain valid for at least ninety (90) days past the due date for receipt of RFB's.

I-3 RESPONSE DATE:

To be considered, sealed bids must be received at the City Clerk's Office, 301 South Leroy Street, Fenton, MI. 48430, on or before the time specified in the cover letter. The City Clerk's Office is open Monday thru Friday, excluding holidays, between 9:00 a.m. and 5:00 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "LAWN CARE BID - CITY OF FENTON".

All information submitted in the bid, including but not limited to bid prices, equipment, etc. must remain valid and in effect for at least ninety (90) days past the submission deadline.

I-4 OPENING OF BIDS:

All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present.

I-5 REJECTION OF BIDS:

The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

I-6 ALTERNATES OR ADDENDUMS

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply may be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: Assistant City Manager, City of Fenton, 301 S. Leroy St, Fenton, MI 48430.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

I-7 CONTRACT EXECUTION:

The bidder to whom the Contract is awarded shall, within 10 calendar days after the Notice of Award, enter into a written contract with the City.

I-8 INCURRING COSTS:

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

I-9 MATERIAL SUBMITTED:

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

I-10 LENGTH OF CONTRACT

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks to have the lawn care to begin with the start of the mowing season in 2018 and end with the conclusion of the mowing season in 2020. This three year (3) contract shall also be subject to annual budget appropriation. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

PART II

LAWN CARE BID SPECIFICATIONS

II-1 DEFINITIONS:

- “Bids” shall be defined as an announcement of terms indicating what items are needed to complete a project.
- “Bidders” shall be defined as any person(s) or company that attempts to meet the terms of the bid
- “Successful bidders” shall be defined as the bidder who is chosen by the City Council to enter into an agreement of contract (Contractor) with the City.
- “City” shall be defined as the City of Fenton and/or the City of Fenton Downtown Development Authority (Owner).

These definitions are meant as guides for understanding and not binding explanations.

II-2 PROJECT NARRATIVE:

The City of Fenton owns and/or maintains several properties around the City that are in need of lawn care services. Lawn care services shall mean mowing, weed trimming and other similar items only.

Each of these properties are located in the City of Fenton. All are relatively small in size except for the Fenton Community Center property, Bush Park and Silver Lake Park as each is several acres in size.

The Downtown Development Authority will also be requesting maintenance of some of their properties. With the exception of the median at Silver Parkway, the property sizes are relatively small.

The City of Fenton expects a high standard of professionalism and it is imperative that each property be kept at its best. Mowing and mowing related items shall be completed with extreme professionalism at all times. Public courtesy is a must whether it involve interactions with City personnel or the general public. The City expects that the lawn mowing contracting service to hold itself to a higher standard when completing its functions for the City.

In keeping with our charge from the citizens, we need to be able to provide this service as efficiently as possible, and yet in full consideration of cost. The City of Fenton will be evaluating each bid in regards to quality of service offered, experience, cost and other intangibles. With these aspects in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

II-3 BIDDER RESPONSIBILITY:

By submission of a bid to do the work, the bidder represents that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The bidder will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated in making the bid. Negligence or

inattention of the bidder in determining the site conditions prior to filing a bid, or in any phase of the performance of the works, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB should contact for clarifications.

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Labor, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The successful bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

II-4 ASSIGNMENTS OR SUBCONTRACTING:

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City.

II-5 FAIR EMPLOYMENT PRACTICES:

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

II-6 CONTRACTOR'S PAYMENT OF TAXES, ETC:

Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by contractor under State and Federal law.
- c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants, or vendors from whom the contractor obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of contractor.

II-7 DAMAGE TO PROPERTY:

The successful bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The successful bidder will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

II-8 INSURANCE AND BONDING:

A. Liability Coverages

The successful bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:

- Insurance covering bodily injury and property damage in the minimum sum of \$500,000
- Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.

B. Worker's Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Worker's Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The successful bidder shall provide the City with a copy of the worker's compensation compliance.

C. Certificates of Insurance

Included in bid package, successful bidder shall provide to the City complete certificates of insurance and bonding to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of cancellation or intent not to renew coverages as called for above.

II-9 SCOPE OF PROJECT:

The successful bidder shall complete or supervise the completion of, the following work:

- Mowing the lawn areas noted below in a professional manner acceptable to the City. This shall be completed by using riding mowers where appropriate and hand held or push lawn mowers where also appropriate. Additionally, mowing patterns will need to be changed throughout the season for the general health of the lawn surface.
- Trimming all grass and weeds around shrubbery, trees, bushes, walls, fences, etc. This shall be completed by using hand held trimmers where appropriate. Caution is to be exhibited when trimming around the base of trees as to not cause injury to the City's tree stock (*Please see clause II-7*).
- Edging all sidewalks on a monthly basis. This shall be completed by using actual edging devices as appropriate.

The City anticipates calling for weekly mowings at the areas noted in this document during the annual growing seasons. The successful bidder and the City will develop a mutually agreeable schedule for cuttings as to hours and days of the week for the various sites. The City reserves the right to increase or decrease the schedule of mowings and associated lawn care that may be conducted based on actual conditions and what it determines to be in the City's best interest. The successful bidder agrees to provide prompt service.

The areas of work covered in this RFB are generally described as follows (**See accompanying City of Fenton Maintenance Properties Map Pages #1 & #2**):

Locations managed by the City of Fenton

- The grounds of the Fenton Police Station, 311 South Leroy; this shall include the area around the entire building as well as a small area to the southeast of the building.
- Fenton City Hall, 301 South Leroy; this shall include the area around the entire building as well as the property in front of the Gazebo, behind the Gazebo and around the Mill Pond to the large storm drain.
- Fenton Museum, 310 South Leroy; this shall include the area around the entire building as well as the property to the south of the parking lot.
- Fenton Community Center, 150 South Leroy; this shall include the area around the entire building as well as property at the entrance into Fenton Square, the property around the tennis courts, the property to the south of the bushes on Leroy Street, and a small strip of land across the foot bridge over the Shiawassee River and located on Adelaide Street.
- Jack Winegarden Library, 200 E. Caroline; this shall include the area around the entire building.
- Fenton Fire Station, 205 E. Caroline Street.
- Fenton Grand Trunk RR Depot, 199 N. Pine Street.
- Franklin Adams Park, a one acre park located at the corner of South Long Lake Road and Appletree Lane. This shall include the grass areas around the entire park.
- Strom Park, a small park of .7 acres on South East Street near the East Street Bridge. This shall include the grass areas around the entire park.
- O'Donnell Park, a one and a half acre park located on the corner of East Street and East Ellen Street across from Strom Park. This shall include the grass areas around the entire park.
- Rackham Park, located below the hill adjacent to the Community Center.
- Freedom Park, a .35 acre park bordered by West Shiawassee Avenue, West Elizabeth Street and Park Street. This shall include the grass areas around the entire park.
- Bush Park and restrooms east of the Shiawassee River. This shall include the grass areas around the entire park. The entrance to Bush Park is located on Leroy between Fourth and Fifth Street.
- Conklin Park, a one acre park located at 1040 Silver Lake Road. This shall include the area around the entire park. This shall include the grass areas around the entire park.
- Oak Park, located on Oak Park Drive near North Road. This shall include the grass areas around the entire park.
- Silver Lake Park a 35.4 acre park located at 16100 Jennings Road off of Silver Parkway. This shall include the grassy areas around the entire park and mowing the baseball fields Tuesday and Thursday mornings.

- Howard Street Park. This shall include the grass areas around the entire park located at the northwest corner of Ellen and Howard.
- Water Department, 15300 North Rd. This shall include the area around the entire building.
- DPW Building, grounds 200 N. Alloy. This shall include the area around the entire building and not the wetland area (retention pond) south of the building.
- Alloy Lift Station, Fenway and Alloy Drive. This shall include the area around the entire building.
- Lemen Street right of way at the end of the roadway located at Sixth Street
- Seminary Street right of way at the end of the roadway on both sides of the street. Seminary Street is located on High Street east of Seminary Street.
- Outer Drive Circle. Circle at the center of Outer Drive near Vassar Drive.
- Ponchatrain Dr. boulevard area. Ponchatrain is south of Silver Lake Road and east of Poplar Drive.
- Water Tower, a 1.5 acre site located on Jayne Hill on Adelaide south of the City Limits.
- North Road at gate by River Drive. This is the area in front of the padlocked gate on North Road approximately 400 feet west of N. Leroy.
- Property on end of Trealout Drive that is behind the cul-de-sac that ends approximately 160 feet east of the cul-de-sac on the north side of Trealout Drive.
- Lot behind Fenton Glass, (327 N. Leroy).
- Orchard Drive cul-de-sac. Orchard Drive is South of Main Street and two blocks west of Howard Drive.
- River Walk from East Street to Mill Pond Park.
- Silver Lake Road right of way from Conklin Park to US-23 on the north side of Silver Lake Road.
- Silver Lake Road at Lake outfall along the guardrail near the entrance of Silver Lake Park.
- Ann Street on both sides of the railroad tracks.
- Forest Drive Lift Station, area surrounding the station (enter from the two-track dirt road on the east side of Forest just below the hill).
- Corner of Silver Lake Road and Jennings.
- Silver Lake Road Lift Station, area surrounding the station. Lift Station is located at Silver Lake Road and Bridson Drive.
- South Long Lake and Torrey, right of way. This is the northeast and south east corner. Grass area surrounding the guardrails.
- North Road and Torrey, northeast and southeast right of way. There is approximately a 120 foot small grass area on the south side of North Road (east of Sunoco) that is maintained in front of the sidewalk (right of way).
- North Road at Adams Drain, right of way. Adams Drain the area surrounding the guardrail at the northeast corner of North Road and Torrey Road.
- Adelaide and Jayne Drive, southwest right of way.
- The Park & Ride at S.W. corner of US 23 and Silver Lake Road including the northern and southern Silver Lake Road right of ways.
- East side of Howard Street north of rail tracks to houses at Caroline Street.

Locations managed by the Downtown Development Authority

- Grass area surrounding the building at 111 S. Leroy
- Silver Parkway Island(s)
- Grass area near Fenton Grain Elevator between Silver Lake Road and Main east of the building.
- Grass area near railroad south of Silver Lake Road east of Leroy (north of the fence adjacent to the Depot)
- Weed whipping of Welcome to Fenton signs at various locations throughout the City

(The Cemetery is not included in this RFB process and is handled separately under contract with the Cemetery Board)

The successful bidders shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. In addition, the successful bidder is responsible to provide all state-approved vehicles and other equipment, material land use fees and equipment necessary for the provision of lawn care services at locations in Fenton, Michigan. The successful bidder shall be responsible for leaving all work sites in a clean condition and for the removal of any resulting debris.

The City Council reserves the right to reject any and all bids and to accept any bid which, in their opinion, is most advantageous to the City.

II-10 QUALITY OF SERVICE:

As is the intent of any contract, the City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

II-11 OPERATION OF VEHICLES:

The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City Codes and ordinance in place at that time.

II-12 SUPPORT FACILITIES:

Successful bidder shall have available:

- Facilities and equipment adequate for evaluation of problems and control activities; and
- An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

II-13 BREACH OF CONTRACT:

In the event that any of the provision of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or patter of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Fenton shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

II-14 TERMINATION OF CONTRACT:

If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City of Fenton or be guilty of substantial violations of any provision of the contract, the City may without prejudice to any other right or remedy, terminate the contract immediately an re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

In cases not involving the public's health, safety and welfare, or cases subject to Section II-13, a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

II-15 CITY'S RIGHT TO MODIFY CONTRACT:

The City reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the lawn care services. If the City and the bidder and/or successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) days written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-16 REFERENCES:

All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from commercial establishments in the City of Fenton and governmental organizations within Genesee, Oakland and Livingston Counties. Experience in providing this service to local and/or state governmental entities is preferred.

II-17 PAYMENT: The successful bidder shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within 30 days of receipt.

II-18 NO CONTACT POLICY

The bidder may ask any questions to the point of contact on this project prior to submission of a bid up to three (3) business days prior to the bid deadline. From the period between the time a bid is received by the City of Fenton and a successful bidder is awarded, the contacting of and/or lobbying of any city official, which shall include the Mayor, City Council, Board or Commission, City Manager, Assistant City Manager, a Department Head and other staff is prohibited. These actions may eliminate your firm from the bid selection process.

II-19 NO CONFLICT OF INTEREST:

Section 5.13 of the Fenton City Charter provides that “no contract or purchase involving an amount in excess of one hundred dollars shall be made by the City in which any elective or appointive officer or any member of his [or her] family has any pecuniary interest, direct or indirect” unless the City Council determines, by unanimous vote, that it is in “the best interests of the City” to enter into such contract. Section 5.13 further provides that “an officer shall be deemed to have a pecuniary interest in a contract if he [or she] or any member of his [or her] family is an employee, partner, officer, director or sales representative of the person, firm or corporation with which such contract is made, or of a sales representative of such person, firm or corporation.”

In accordance with Section 5.13, the bidder shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, or agent of the City. For purposes of this provision, “familial relationship” and “relative” are defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

In the space provided below, list and describe all existing conflicts of interest or check the box, indicating that there are no known conflicts of interest.

To the best of my knowledge, no conflict of interest exists.

BID SUBMITTED PURSUANT TO THE CITY OF FENTON
(LAWN CARE SERVICES)

City of Fenton
301 South Leroy Street
Fenton, Michigan 48430

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Request for Bid (RFB), General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

As required by Public Act 517 of 2012, the undersigned certifies that it is not an "Iran linked business" as that term is defined herein. An "Iran linked business" is defined in the Act but generally means a person engaging in investment activities in the energy sector of Iran, or a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the City as liquidated damage for the delay and additional expense to the City caused thereby.

Pursuant to your lawn care services request for bids dated _____, I submit the following as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with the City of Fenton which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal

Per Cutting Cost (annual cost):	2018	2019	2020
Mowing of listed City properties	_____	_____	_____
Mowing of listed Downtown Development Authority properties	_____	_____	_____

Company_____

Address_____

Phone_____

Authorized Agent_____

Signature_____

Title_____

Date_____

4. What days will you be on site and what properties will you be maintaining each day on site?

5. What is your plan to maintain our properties after days that are cancelled due to rain delays?
Will you be adding extra staff to maintain our properties to keep the properties maintained in a timely fashion?

6. What are your guidelines in determining when you will have a rain day and not provide service to our City?