

YARD MAINTENANCE BID FOR CDBG & LAWN KEEPERS PROGRAMS

BID: ITB- 2018 CDBG RESIDENTIAL LAWN SERVICE & LAWN KEEPERS 50/50 PROGRAM

LAWN AND YARD MAINTENANCE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YARD SERVICE PROGRAM **AND** LAWN KEEPERS 50/50

ITEM: **BI-WEEKLY** LAWN AND YARD MAINTENANCE SERVICES FOR ELIGIBLE RESIDENTS ENROLLED IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YARD SERVICE PROGRAM **AND** THE LAWN KEEPERS 50/50 COST-SHARE LAWN PROGRAM

DEADLINE: March 19, 2018, 10:30 AM

1. To receive consideration sealed bids must be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS ACCEPTED**. Bids are considered received when received and date stamped by the office of the City Clerk. Envelopes are to be clearly marked **NAME OF COMPANY BIDDING, ADDRESS OF COMPANY, BID NUMBER AND BID NAME (ITB-2018 CDBG LAWN SERVICE/LAWN KEEPERS 50/50)**. Submit sealed bid to the office of the City of Auburn Hills City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326. Bid responses are **not** accepted via fax transmission or electronic.
2. The bid will be for Lawn and Yard Services for City of Auburn Hills residents using the Community Development Block Grant, hereafter referred to as CDBG Yard Service Program **AND** The Lawn Keepers 50/50 Cost-share lawn program. Specifications are listed in the bid proposal form found within this document and on file in the office of the City Clerk.
3. All bids shall be opened publicly at the date and time specified. Each bid will be recorded together with the name of the bidder. Bids opened in accordance with the Purchasing Ordinance and the requirements of this notice to be deemed "responsive"
4. The City reserves the right to reject any or all bids or waive any irregularities, which it deems in the best interest of the City.
5. Pricing is per unit (per single mow) as specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.
6. All quantities stated, unless otherwise indicated, are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.
7. Any and all bids submitted must be on the City of Auburn Hills bid proposal forms. Bids must include Forms #1, #2, #3, #4. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the City of Auburn Hills Clerk's Office or on the MITN (Michigan Intergovernmental Trade Network) website at www.mitn.info.
8. All questions concerning CDBG Yard Service and the Lawn Keepers 50/50 should be directed to the City of Auburn Hills Department of Senior Citizen Services Director, Karen S. Adcock, S.D.C., 248-370-9353, during the business hours of Monday-Friday 9:00 am -4:00 pm.
9. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder(s) with tax exemption certificates when requested.

10. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS WILL RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Auburn Hills shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications, or additions to the Authorized Version of the bid document.

Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Auburn Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications, or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications, or additions made by the City of Auburn Hills to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Auburn Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN System with any amendments and updates.

The City of Auburn Hills officially distributes bid documents from the Department soliciting the bid, the Clerk's Office and through the Michigan Intergovernmental Trade Network (MITN) Website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Department publishing the request, City Clerk's office or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.mitn.info, and obtain an official copy.

11. A successful bidder furnishing labor on behalf of a City of Auburn Hills project shall agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and Worker's Compensation to the City Clerk within 5 days of a verbal request. The "Company Representative" does warrant that by signing the bid document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

12. To the fullest extent permitted by law, the successful bidder(s) agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Auburn Hills and Oakland County Community & Home Improvement Division, its elected and appointed officials, employees, and volunteers and others working on behalf of the City of Auburn Hills and Oakland County Community & Home Improvement against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Auburn Hills and Oakland County, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Auburn Hills and Oakland County, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

13. To the extent permitted by law, the City of Auburn Hills and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of

indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

14. All bidders held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period.

INSURANCE REQUIREMENTS

The **awarded bidder** furnishing labor for the Community Development Block Grant (CDBG) Yard Services Program agrees to hold the City of Auburn Hills and Oakland County Community & Home Improvement Division harmless from liability loss and will maintain minimum coverage outline below. An ACORD form outlining coverage in the following amounts:

1.1 General Liability \$2,000,000

1.2 Personal Injury \$2,000,000

1.3 Automobile Liability - Any Auto \$2,000,000

Certificate must reflect MI "No Fault" PIP and PPI statutory coverage

1.4 Worker's Compensation and Employers Liability per State statute.

1.5 The Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills and Oakland County including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.

1.6 The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the attention of Karen S. Adcock, S.D.C., City of Auburn Hills, Department of Senior Services, 1827 North Squirrel, Auburn Hills, MI 48326.

ESTIMATED QUANTITIES

The number of enrollees stated is approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants. Approximately 30 residents participate in the CDBG Yard Services program and the Lawn Keepers 50/50 program. Due to the nature of this program, the number of homeowners may change throughout the term of the contract. The successful contractor will be provided updated participant list as needed by the city.

SITE INSPECTION

We do not provide addresses for the CDBG program or the Lawn Keepers 50/50 program prior to the awarding of the bid for safety and confidentiality purposes. Lists with the addresses, contact information, and lot size (as recorded by the Assessing Department) are provided to the contractor performing the service. All sites are located in the City of Auburn Hills. Sizes will be one of the following: Mobile Home, residential up to one acre and one acre to 1.5 acres.

AWARD

The evaluation and award of this bid shall be a combination of factors including, but not limited, to the following: prior experience performing service for the City of Auburn Hills, bid price, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Auburn Hills, and any other factors considered to be in the City of Auburn Hill's best interest. The City reserves the right to award this bid to the lowest qualified bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City's best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

If any awarded bidder has not responded to requests for service under the terms of the contract, the City of Auburn Hills reserves the right to consider that bidder in default of contract, and to award a contract to the next low bidder(s) if they are mutually agreeable to extending the bid price received at the time of the bid opening.

SUBCONTRACTORS

No subcontracting permitted.

PURCHASE ORDER & CDBG PUBLIC SERVICE CONTRACT:

After the City Manager and/or designee has approved the award recommendation and the contractor(s) has submitted their insurance as specified; the successful bidder(s) will receive a purchase order issued from the City of Auburn Hills, which will create a bilateral contract between the City of Auburn Hills and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A CDBG Public Service Contract document will also be issued outlining the specific federal, state, and county specifications in relationship to HUD funded programs.

CONTRACT DURATION:

The CDBG mowing and Lawn Keepers 50/50 is performed on a bi-weekly schedule dependent on weather and/or drought conditions. CDBG contract duration shall be May - October 2018 or until funds are depleted. Specific start and end dates to be determined by city and as funding is available. Note: The Senior Lawn Mowing program is funded under Housing and Urban Development (HUD) which requires all paperwork associated with this program be kept no less than 3 years for auditing purposes.

CONTRACT TERMINATION:

The City of Auburn Hills shall reserve the right to terminate the contract upon due to poor performance. The City of Auburn Hills Senior Services Director or her designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Auburn Hills's best interest and will be final. The contractor must provide a 10-day notice of written notice if withdrawing from the contract.

DOWN PAYMENTS OR PREPAYMENTS:

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications **will not** be considered for award.

PAYMENT TERMS:

The City will pay only for the actual number of homes serviced. The successful contractor will provide a monthly invoice with a non-reoccurring invoice number along with a schedule showing the date and address that was serviced. The City of Auburn Hills will verify that all work was completed satisfactorily before any invoice will be paid. The City reserves the right to withhold the last payment until any participant claims to property damage have been reviewed and addressed to the satisfaction of the city. Contractor recognizes payments may take up to 30 days from receiving date of invoice. The city does offer automated invoice payments through ACH (Automated Clearing House.)

ADDITIONAL REQUIREMENTS, SPECIFICATIONS, AND INFORMATION:

Contractors are required to have at minimum 2 years residential yard mowing experience.

Contractors must meet the insurance requirements.

Contractor's ability to perform – It is not the intent of the purchasing agency to assist in the creation or startup of a new firm.

Businesses owned by women or minorities are strongly encouraged to apply.

The City reserves the right to cancel the contract if funding becomes unavailable or depleted.

Contractor and its employees understand that participant addresses and phone numbers are not for public notice and/or solicitation purposes.

Change Orders – The City reserves the right to make changes from time to time in the character of the work and the length of the project, as may be necessary and/or desirable to ensure the completion of the work in the most satisfactory manner.

No extra work shall be performed without written authorization and addendum to the original contract from the owner.

Contractor will be expected to provide city and participants with a mowing schedule as well as contact information.

Contractor will be expected to provide a contact name and phone number to the City to pass along to its enrolled participants. All requests for service or concerns are to be addressed in a professionally and timely manner.

MAINTENANCE STANDARDS AND REQUIREMENTS:

The following maintenance standards have been established for all turf and landscape areas. This maintenance standard has been developed to provide for safe and aesthetically pleasing yards.

Personal Protective Equipment – The contractor and all employees of the contractor shall wear all required Personal Protective Equipment as prescribed by MIOSHA for the work they are performing.

Work Site Set-up – Roadside warning signs must be placed in accordance to the Michigan Department of Transportation requirements if applicable.

All mowing equipment used on this job shall have all deflector shoots and safety guards in place.

Care should be given in order to not shoot grass on neighbor's yards.

No trimming with string trimmers or other equipment around immediate exterior of mobile homes that has the potential to damage or cut siding and/or skirting. If the contractor representatives do weed whip and damage occurs because of the weed whipping it will become the responsibility of the contractor to repair the damage.

Mowing shall be performed at 3 – 4 inches in order to maintain a neat, uniform appearance and to reduce grass clippings, which would detract from the overall appearance of area. Grass shall not be cut shorter than 3 inches at any time unless approved by the City of Auburn Hills.

Blades on mowing equipment are to be maintained in a sharp condition to assure a clean, flat cut and avoid tearing or splintering of grass blades.

Cutting shall be continuous unless otherwise directed by the City. In the event that this is not possible, excessive amounts of clippings shall be removed at no cost to the City.

Trimming – Turf shall be maintained at 3-4 inches along immovable objects such as trees, posts, buildings and fences. Care must be taken to assure that no live plantings (trees, shrubs, etc.) will be damaged in any manner. Damage to tree bark from string trimmers or any other source related to the work being performed by the contractor will not be tolerated.

Accidental Damage – Damage to trees, posts, signs, irrigation components, buildings, roadways, or vehicles within roadways, and scalping of turf, must be reported to the City as soon as is reasonably possible, no later than the end of the work day, during which the damage occurred. Any costs for such damage, including replacement materials, labor, etc., shall be the responsibility of the contractor.

Incidental – No clippings are to be left on paved surfaces, such as: roadways, driveways, and sidewalks. There will be no grass cutting on weekends or holidays unless approved in advance by the City. Contractor will use his best professional judgement on cutting on Ozone Action Days.

Deviations – If any deviations from these specifications are required, they must be approved by the Director or a designated representative.

Response Time – All requests for service shall be handled as an urgent request. Phone messages and pager calls shall be responded to within four hours. The City shall be provided with a single source contact as project manager who will be responsible for handling all requests. Also to be provided are the e-mail address, pager, cellular, and/or home phone numbers for emergency contact.

2018 Form #1 – Return with Bid

BIDDER'S GENERAL QUESTIONNAIRE:

Complete all sections. If a section does not apply indicate with N/A. Please print legibly.

Company Name: _____

DBA (if applicable) _____

Phone Number _____ Company Website _____

Mailing Address _____

Name of owner _____

Email address _____

Contact Name if different than owner _____

Contact Phone Number _____ Contact Email _____

EQUIPMENT

List equipment available for turf maintenance, roadside warning signs, vehicles and their age.
Equipment shall consist of the following:

- A. Wide cutting lawn mowers
- B. Walk behind lawn mowers
- C. Small string trimmers
- D. Trucks and trailers as needed

List all certified applicators and state registered landscape architects employed by the firm if applicable.

2018 Form #2 – Return with Bid

Company Name _____

Contact Name _____ Phone _____

REFERENCES

The City of Auburn Hills requires that your company list at least three (3) organizations and/or municipalities and two residential customers that have recently had similar work performed by your company. DO NOT INLCUDE COMMERCIAL PROPERTIES AS A REFERANCE.

Organization /Municipality: _____

Address: _____

Contact: _____ Phone: _____

Email: _____ Dates and/or Years of Service _____

Organization /Municipality: _____

Address: _____

Contact: _____ Phone: _____

Email: _____ Dates and/or Years of Service _____

Organization /Municipality: _____

Address: _____

Contact: _____ Phone: _____

Email: _____ Dates and/or Years of Service _____

Residential Customer: _____

Address: _____

Contact: _____ Phone: _____

Email: _____ Dates and/or Years of Service _____

Residential Customer: _____

Address: _____

Contact: _____ Phone: _____

Email: _____ Dates and/or Years of Service _____

2018 Form #3 – Return with Bid

COMPANY NAME _____

INSURANCE DECLERATON PAGE

The required Insurance Certificate(s) must be submitted to the City Clerk, within 5 days of a verbal/ electronic request after the bid award.

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications **MUST** be attached to the bid document at the time of submission of the proposal to the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Auburn Hills specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker’s Compensation requirements or provide proof of Worker’s Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Auburn Hills.

INSURANCE VERIFICATION:

A bidder shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

Final Insurance Certificate Submission:

After approval by the City Manager and/or designee, the City of Auburn Hills will provide verbal / electronic notification to submit within 5 days an insurance certificate in accordance with specifications. If not received, the company will be considered in default of contract and will be debarred from doing business with the City of Auburn Hills for a minimum of three (3) years for failing to meet insurance requirements.

_____ (Print Name) being duly authorized to execute contracts for

_____ (Company Name) hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate for **ITB- 2017 CDBG RESIDENTIAL LAWN SENIOR AND LAWN KEEPERS 50/50** shall remain in full force and effect during the life of the contract.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

Form #4 – Return with Bid

ITB- 2018 CDBG RESIDENTIAL LAWN SERVICE & LAWN KEEPERS QUOTE SHEET

COMPANY NAME _____

NAME OF INDIVIDUAL(S) COMPLETING BID SHEET _____

COMPANY PHONE NUMBER _____

The above mentioned proposes to furnish LAWN AND YARD SERVICES FOR THE YARD SERVICE PROGRAM in accordance with the specifications, which are an integral part of this proposal, at the following prices:

PROPOSAL A: LAWN CARE SERVICES FOR THE YARD SERVICE PROGRAM

Description of Property	<u>Price Per Each Cut</u>
Mobile Home Lots	
Average residential lot size is 100 feet x 180 feet	
Lots over 100 feet x 180 feet, or corner lots not to exceed 1.5 acre	

BID SUBMISSION GUIDELINES & CHECK LIST

- **Deadline is Friday, March 19, 2018 at 10:30 a.m.**
- **NO LATE BIDS ACCEPTED.**
- Bids are considered received when received and date stamped by the office of the City Clerk.
- Envelopes are to be clearly marked **BID NUMBER AND BID NAME.**
- Sealed bids are to be submitted to the office of the City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326 by the posted deadline & time.
- Bid responses are not accepted via fax transmission or electronic.
- All forms must be typed or printed & legible to be considered.
- **Do Not include additional cover letters, brochures, pictures, etc.**
- Include the following forms:
 - Form #1 Bidder General Information
 - Form #2 References
 - Form #3 Insurance Page
 - Form #4 Bid Sheet

**FAILURE TO INCLUDE THE AFOREMENTIONED FORMS
WILL RENDER THE SUBMISSION VOID.**