

CITY OF CARO
ADVERTISEMENT FOR BID
MOWING OF NOXIOUS WEEDS/GRASS

The City of Caro, Michigan hereby invites qualified individuals/firms interested in providing mowing services for the cutting of Noxious Weeds/Grass in accordance with City ordinance.

The City of Caro will receive sealed bids at the City Clerk's Office, 317 S. State Street, Caro, MI 48723 for the Cutting of Noxious Weeds/Grass on **Wednesday, April 29, 2020 at 11:00 am.** **Bids shall be submitted in a sealed envelope and plainly marked "2020 MOWING OF NOXIOUS WEEDS/GRASS – CITY OF CARO.** A complete bid specification may be obtained from:

City of Caro
ATTN: City Clerk
317 S. State Street
Caro, MI 48723
Phone 989-673-7671

Bids will be publicly opened and read aloud at 11:00 a.m. on Wednesday, April 29, 2020 in the Council Chambers of the Caro Municipal Building, 317 S. State Street, Caro, Michigan.

City of Caro
Request for Bids
Mowing of Noxious Weeds/Grass
SPECIFICATIONS AND FORMS

I. INTRODUCTION

1.1 Purpose

The City of Caro (hereinafter called “City”) is accepting bids from qualified, experienced and knowledgeable individuals/contractors capable to perform mowing of noxious weeds/grass on an as-needed basis at locations within the City throughout the 2020 growing season.

1.2 Background

The City of Caro has “AN ORDINANCE TO REQUIRE CUTTING OF WEEDS, GRASS AND BRUSH” which is referred to as ORDINANCE NO. 347. Per the ordinance, “...authorized representatives shall cause said noxious, poisonous or injurious weeds or other weeds, grass or brush exceeding a height of eight inches (8”) to be cut down, destroyed or removed.”

1.3 Objective

The primary objective of the work resulting from this bid is the mowing of the designated area(s) and removal of grass and noxious weeds and proper disposal on as-needed basis, upon notice by the City. The successful bidder/contractor will be required to consider the City as a preferred customer and, upon notice, to respond within a City-determined time period appropriate for the as-needed basis of service. The second objective, although no less important, is documentation of property conditions both before and after the mowing work.

1.4 Minimum Qualifications

Bids will be accepted from individuals/firms who meet the following minimum qualifications. Individuals or contractors that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1. Must be licensed to do business in the State of Michigan.
2. Possess necessary certifications and qualifications to perform the work proposed.
3. Provide applicable certificates of insurance coverage for the following:
 - a. *Workers Compensation - The contractor shall procure and maintain Workers Compensation Insurance in accordance with all applicable Statutes of the State of Michigan. (If applicable, provide completed Sole Proprietor form.)*
 - b. *General Liability Insurance - The contractor shall procure and maintain 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.*
 - c. *Motor Vehicle Liability - The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No-fault coverage, with limits of liability not less than \$1,00,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.*

- d. Additional Insured – The City of Caro, its employees, officers, elected officials, designees and assigns shall be named as additional insured on the insurance certificate.*

1.5 Funding

Any contract awarded as a result of this bid is contingent upon the availability of funding, as determined by the Caro City Council.

1.6 Period of Performance

The period of performance of any contract resulting from this bid is tentatively scheduled to begin on or about May 9, 2020 and continue through November 9, 2020.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 Program Administrator

The Program Administrator is the primary point of contact for the bid process. All communication between prospective bidders and the City of Caro upon receipt of this bid shall be with the Program Administrator, as follows:

Matthew Lane
City Manager
317 South State Street
Caro, MI 48723
Telephone: (989) 673-7671
E-mail: mlane@carocity.net

Prospective bidders are to rely on written statements issued by the Program Administrator. Any other communication will be considered unofficial and non-binding on the City. Communication directed to parties other than the Program Administrator may result in disqualification of the prospective bidder.

Upon or after award of the contract, the City Manager may designate another City staff member (Code Enforcement Officer) as the primary contact for the assignment of the work specified in this specification, along with before/after documentation of subject property(s) and quality control.

Prospective bidders are to rely on written statements issued by the Program Administrator. Any other communication will be considered unofficial and non-binding on the City. Communication directed to parties other than the Program Administrator may result in disqualification of the prospective bidder.

2.2 Submission of Bids

Responding agencies are required to submit three (3) copies of their bid, one of which must have original signatures. The bid, whether mailed or hand-delivered, must arrive at the City Hall no later than 11:00 a.m., local time, on Wednesday, April 29, 2020.

The bid shall be sent to the Caro City Clerk. The envelope should be clearly marked “**MOWING OF NOXIOUS WEEDS/GRASS**” and addressed to the attention of the Caro City Clerk as follows:

City of Caro
ATTN: City Clerk
317 S. State Street
Caro, MI 48723

Bidders who mail bids should allow normal mail delivery time to ensure timely receipt of their bids by the Caro City Clerk. Respondents assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. Bids may not be transmitted using electronic media such as facsimile or email transmission.

Late bids will not be accepted and will be automatically disqualified from further consideration. All bids and any accompanying documentation become the property of the City and will not be returned.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the City. All bids received shall remain confidential until the deadline for submission of bids or bids has expired, as defined by Michigan statute (MCL 15.243(i), the Freedom of Information Act).

2.5 Revisions/Addenda to the Bid

In the event it becomes necessary to revise any part of this bid, addenda will be put in writing and submitted to all prospective bidders known to the City. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the bid and will be provided to prospective bidders.

The City reserves the right to cancel or to reissue the bid in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Bids must provide 30 days for acceptance by the City from the due date for receipt of bids.

2.7 Responsiveness

All bids will be reviewed by the City Manager and staff to determine compliance with administrative and operational requirements and instructions specified in this bid. Failure to comply with any part of the bid may result in rejection of the bid as nonresponsive. The City also reserves the right, at its sole discretion, to accept, reject or modify any and/or all bids, and/or to waive any irregularities.

2.8 Most Favorable Terms

The City reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms that the respondent could propose. There will be no “best and final offer” procedure. The City reserves the right to contact any and/or all respondents for clarification of bid(s). The Respondent should be prepared to accept this bid for incorporation into a contract resulting from this bid. It is understood that the bid will become a part of the official bid file on this matter without obligation to the City.

2.9 Costs of Bid

The City will not be liable for any costs incurred by the bidder(s) in preparation of a bid submitted in response to this invitation, in conduct of a presentation, or any other activities related to responding to this bid.

2.10 No Obligation Contract

The issuance of this bid does not obligate the City of Caro to award a contract for services as specified herein.

2.11 Decision on Bids

The City of Caro reserves the right, at its sole discretion, to accept, reject or modify any and/or all bids received, to waive informalities or irregularities and/or not to issue a contract as a result of this bid.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the bid may result in rejection of the bid as non-responsive.

2.13 Commitment of Funds

The Caro City Council or its delegate(s) are the only individuals who may legally commit the City to the expenditures of funds for a contract resulting from this bid. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The *Cutting of Noxious Weeds/Grass 2020* bid form and the *Certifications and Assurances* form must be signed and dated by a person authorized to legally bind the bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

III. STATEMENT OF WORK

3.1 Overview, Description of Work and Standards

The primary objective of the work performed as a result of this bid is the mowing of the designated area(s) along with the removal and proper disposal of grass and weed cuttings. This shall be performed upon notice by the City on an as-needed basis during the 2020 growing season. The second objective, although no less important, is documentation of grass/noxious weed conditions both before and after the mowing work at each designated location.

The Bidder must have equipment which is capable to provide quality, uniform mowing of a minimum height of eight (8) inches tall weeds/grass, down to a finish mowed height of 3 inches. Upon selection, the Contractor shall also be required to establish the City as a “preferred customer” and to respond within 24 hours of notice to provide the as-needed service(s).

Specific work to be done consists of the following:

- a. Upon contact by the City, respond and perform the specified work within 24 hours.
- b. At subject properties in the City's notice, provide mowing of properties for at least 8" tall grass and weeds; removal and disposal of excess clippings, and clean-up of naturally occurring debris.
- c. Upon notice and **prior to the mowing/removal work**, provide time- and date-stamped hard-copy photos (digital format acceptable) to document existing conditions of those lots or other areas where requested work is to be performed. **After the mowing and removal of excess clippings is performed**, provide time and date-stamped photos to document the property as finished. The address of subject property shall also be noted with the time/date stamped photos. E-mailed digital photos to the City's Code Enforcement Officer are also acceptable.

The selected contractor shall provide all labor, supervision, equipment, supplies and other materials necessary to accomplish these tasks.

3.2 Independent Contractor Status

The contractor shall furnish all tools, equipment, machinery, material, labor and supervision for all work described in this bid specification. By signing the contract and bid proposal/price worksheet(s), the bidder verifies that he has examined the work site(s), understands the site conditions, scope of work and specifications, and is submitting a bid with full knowledge and understanding of the job and its requirements.

3.3 Subcontracting

Only under extenuating circumstances* shall the work outlined in this bid be subcontracted to any other entity. All work is to be performed by the Respondent.

**The City Manager reserves the right to allow the general contractor to utilize subcontractors in an extenuating circumstance.*

IV. BID CONTENT

4.1 Forms

Bids must be submitted on eight and one-half by eleven (8½ x 11) inch paper and in separated into two major sections. The two major sections shall include:

1. Signed Certifications and Assurances (Exhibit A of this bid).
2. Mowing of Noxious Weeds/Grass Bid form (Exhibit B of this bid).
3. Any supplemental information requested in this bid specification.

Bids must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the bid, but should assist the Respondent in preparing a thorough bid.

The Bidder is to complete, sign and submit a ***Mowing of Noxious Weeds/Grass Bid form*** (Exhibit B). Failure to sign the bid will result in disqualification.

4.2 Authorized and Binding Signatures

The attached *Mowing of Noxious Weeds/Grass Bid form, the Certifications and Assurances form* (Exhibit A to this bid), and all bid amendments must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Mowing of Noxious Weed/Grass Bid form is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer).
3. Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number (if awarded the contract).

4.2 References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) references for which similar work has been accomplished and briefly describe the type of service provided. By submission and signature of the bid forms, the bidder grants permission to the City to contact the references. Do not include current City of Caro staff or elected officials as references.

4.3 Related Information

If the Respondent has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either:

- (a) not litigated due to inaction on the part of the Proposer, or
- (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of the past experience. If the Respondent has experienced no such termination for default in the past five years, so indicate.

4.4 Cost Bid

The evaluation process is designed to award this bid not necessarily to the lowest cost bid, but to the Respondent whose bid best meets the requirements as described within these documents. Respondents are encouraged to submit bids that are consistent with ongoing efforts to conserve City resources.

4.5 Equipment List

The bid shall include a detailed list of the equipment that the Contractor will have available for use. The list shall include:

1. Name and type of equipment
2. Age of equipment
3. Condition of equipment

The Contractor shall be solely responsible for the good working condition of the equipment. If there are any on-site equipment failures, the Contractor shall be responsible for clean-up of any and all debris, parts, liquids and/or other items from Contractor's equipment, and shall restore the site to its previous condition.

V. EVALUATION AND CONTRACT AWARD

5.1 Evaluation Procedure

Responsive bids will be evaluated in accordance with the requirements stated in this bid specification and any addenda issued by the City. All bids received by the stated deadline will be reviewed by the City Manager and staff to ensure that the Contractor(s) meet the minimum requirements to perform the work requested and that bids contain all of the required information requested in the bid. Any Contractor that does not meet the stated qualifications or any bid that does not contain all of the required information will be rejected as non-responsive.

5.2 Award Procedure

Bid Opening:	April 29, 2020
Tabulation and Evaluation of Bids:	April 29- May 1, 2020
Recommendation to City Council:	May 4, 2020
Council consideration of bids/ anticipated vote:	May 4, 2020
Anticipated Contract Signing and provision of insurance certificates:	May 5-8, 2020
Authorization of Work:	May 8, 2020

The successful bidder shall sign the work agreement(s) as attached and provide proofs of insurance prior to the commencement of work.

5.3 Payment Procedure

Invoices shall be submitted monthly for each area mowed. If the Contractor misses any areas, then that area shall not be invoiced for that week.

At its option and for any reason, the City may direct the Contractor to reduce mowing frequency of certain areas. Drought conditions or other possible slow growth reasons will be of primary consideration. Should this occur, the City will notify the Contractor and invoices will reflect actual areas mowed.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION

Firm Name: _____

I/we make the following statement of assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid or bid.
2. The attached bid or bid is a firm offer for a period of 30 days following receipt, and it may be accepted by the City of Caro without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 30-day period.
3. In preparing this bid or bid, I/we have not been assisted by any current or former employee of City of Caro whose duties relate (or did relate) to this bid, bid, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of bid bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that City of Caro will not reimburse me/us for any costs incurred in the preparation of this bid or bid. All bids or bids become the property of City of Caro, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a bid directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
7. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. I/we acknowledge communication of any kind regarding my/our bid directed to parties other than the Program Administrator may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the Program team that contributed to this bid or prospective contract.

Signature

Date

Title

Name of Company

EXHIBIT B
Mowing of Noxious Weeds/Grass Bid Form

Please use this Form to submit your bid.

Firm Name: _____

Address: _____

Phone Number: _____

BID INCLUDES:

- **Specified Work to be completed within 24 hours of being notified.**
- **Mowing of grass and weeds on subject property; excess grass clippings removed and clean-up of naturally occurring debris.**
- **Equipment must be able to handle a minimum of eight (8) inches tall weeds/grass.**
- **Capability to provide paper copy of date-stamped digital photographs illustrating the existing condition of the subject property(s) before the mowing and removal of grass and noxious weeds was performed, and documentation of work completed.**

Price Per Lot/Added Square Footage

8,000 square foot lot: \$ _____

Each additional 2,000 square foot increments: \$ _____

Listing of Equipment Utilized:

Attach additional pages for additional bid requirements as outlined in bid, or additional information as you see fit. Remember to include a reference sheet listing a minimum of three (3) references with the appropriate contact info.

Signature of Authorized Person: _____

Printed Name/Firm: _____

Title: _____ Date: _____

CITY OF CARO
2020 NOXIOUS WEEDS/GRASS MOWING
WORK AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, between the City of Caro, Michigan, a Michigan municipal corporation, of 317 South State Street, Caro, Michigan 48723, hereafter referred to as “City” and _____ of _____, hereinafter referred to as “Contractor,” for the considerations stated herein, agree as follows:

1. The Contractor agrees to perform specified services in accordance with the Invitation to Bid, Specifications and Exhibits attached hereto and incorporated herein by reference.
2. The City shall pay to the Contractor, and the Contractor shall accept as full payment for the performance of this work, subject to any additions or deductions provided for, the contracted per-mowing and documentation price on an as-needed basis as specified for each subject property. Such payment shall be made within thirty (30) days of completion and acceptance of work performed.
3. It is understood that the Invitation to Bid, Specifications, Work, Bid Proposal and all Addenda prepared for this project are all essential documents of this contract and are incorporated as a part of this agreement by reference.
4. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

CITY OF CARO, a Michigan Municipal Corporation

CONTRACTOR

By: _____
(City Signature)

By: _____
(Signature of authorized officer)

Its: _____

Its: _____

(Name - printed or typed)

(Contractor's name – printed or typed)

(Company Name)

(date)

(date)

CITY OF CARO
APPENDIX A
Indemnification and Insurance

I, _____, an authorized signatory of the Contractor, agree to indemnify, hold harmless, and defend the City of Caro or Representative (its employees, officers, elected officials, designated representatives and/or assigns) from and against any and all loss, damage, or expense which the City of Caro or Representative may suffer or for which the City of Caro or Representative may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed under the contract with the City of Caro dated the _____ day of _____, _____.

Date: _____

By: _____
(Contractor's Signature)

(Print or Type Name and Title)

(Company Name)

STATE OF MICHIGAN

SS.

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, _____.

Notary Public: _____

_____ County, Michigan

My Commission expires:

CITY OF CARO
APPENDIX B, page 1 of 2
Minimum Insurance Requirements for Contractors

Summary Statement and Purpose

The provision of adequate insurance by persons and businesses working for the City of Caro or on street rights-of-way is essential to protect the public from the costs of injury or damage and to protect the City from unnecessary liability resulting from the acts of persons and businesses working for the City of Caro. Minimum insurance requirements are needed to provide this protection.

Persons or businesses which provide professional services to the City of Caro under the terms of a written contract or to provide labor and/or material to accomplish work for the City of Caro or for others on or over street right-of-way and/or other City of Caro property shall carry insurance and bonds to protect the public and the City of Caro from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by this City policy or the bid specifications, whichever is greater, shall be filed with the City Clerk for the City of Caro.

Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Be issued to the City of Caro as the certificate holder.
- d. Provide that the City of Caro will receive not less than ten (10) days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Insurance shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks may be considered, and with approval of the City of Caro, may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

CITY OF CARO
APPENDIX B, page 2 of 2
MINIMUM INSURANCE REQUIREMENTS

The limits of liability for the insurance required by the City of Caro shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

<u>1.</u>	<u>WORKERS COMPENSATION</u>	<u>MINIMUM AMOUNT</u>
a.	Part One: Compensation	Statutory
b.	Part Two: Employees Liability:	
	Accident	\$1,000,000
	Disease	\$1,000,000
	Aggregate Disease	\$1,000,000
<u>2.</u>	<u>GENERAL LIABILITY</u>	
a.	Combined Single Limit Each Occurrence Limit	\$1,000,000
b.	Combined Single Limit Aggregate Limit	\$1,000,000
<u>3.</u>	<u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>	
a.	Combined Single Limit:	\$1,000,000
b.	No Fault:	Statutory
<u>4.</u>	<u>OWNERS AND CONTRACTORS PROTECTIVE LIABILITY</u>	
a.	Combined Single Limit	\$1,000,000
<u>5.</u>	<u>UMBRELLA or EXCESS LIABILITY</u>	\$1,000,000
<u>6.</u>	The Owners and Contractors Protective Liability Insurance shall include the following persons or entities as additional named insured:	
a.	The CITY OF CARO, its employees, elected officials, officers, designees and assigns.	