

Request for Bid

LAWN MOWING SERVICES

Public Bid

Comstock Township

Bid Release Date: March 2, 2021

Proposal Due Date:

March 29, 2021 – 5:00 p.m., local time.

Return to:

**Scott Hess, Township Superintendent
Comstock Charter Township
PO Box 449
Comstock, MI 49041 (269) 381-2360
superintendent@comstockmi.gov**

LATE PROPOSALS WILL BE REJECTED

INFORMATION TO BIDDERS

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TENTATIVE TIME LINE

03/02/2021	Bids Released
03/29/2021	Bid Due Date 5:00 p.m.
03/30/2021	Bid Opening 1:00 p.m.
04/05/2021	Tentative Award of Bid at Township Meeting
04/27/2021	Start Service (depending on weather)
November 2021	End Service (depending on weather)

INFORMATION TO BIDDERS

1. AUTHORITY

The Township of Comstock, hereby referred to as Owners, have the authority to obtain the best possible proposal for specified services. The Owner expects a complete service, as defined in the specifications. Owner will not accept partially completed bids.

2. RECEIPT AND OPENING OF BID PROPOSALS

- A. Bid Proposals will be opened on 03/30/2021 at 1:00 p.m. at the following location. Bid will be decided at the 04/05/2021 Township Board meeting.

Comstock Charter Township
6138 King Highway
Kalamazoo, MI 49048

- B. Bids received after designated bid receipt deadline will be returned unopened.
- C. Bid Proposals must be sealed with the bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal
Comstock Charter Township
Attn: Scott Hess, Superintendent
Township of Comstock Lawn Mowing Services
Bidder Name, Address, Phone Number

- D. Bids shall be submitted on the Bid Proposal Form furnished with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. All alterations or erasures shall be initialed by the bid signer.
- E. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in Owners judgment, are in Owners best interest.
- F. The Owner shall award bids based upon Site Grouping and reserves the right to remove Site Groupings and award in such a manner as it deems is in the best interest of the Owner. Multiple contractors may be selected.

- G. The Bidder, by making his/her bid, represents that he/she has read and understood the contract and bid documents, and that his/her bid is made in accordance therewith.
- H. Bid prices shall include all applicable taxes, bonds, overhead, profit and other pertinent or incidental costs. Bid prices provided on the Bid Proposal Form shall be binding for the duration of the mowing season as specified in the contract. No additional costs to this contract will be authorized during the contract period without written authorization from the Owner.
- I. Oral, telephone, facsimile or telegraphic bids are invalid and will not receive consideration.
- J. Any Bid may be withdrawn prior to the scheduled time for opening of bid proposals.
- K. A Bid may not be modified, withdrawn or canceled by the bidder for sixty (60) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.
- L. The Bid Proposal Form will be considered a portion of the contract document.

3. QUALIFICATION OF BIDDER

- A. The Owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
- B. The selected Contractor and its' supplier shall have been actively engaged in supplying similar services for a period of five (5) years and shall be required to provide names and addresses where those services have been provided.
- C. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:
 - 1) A list of similar projects completed during the previous five years, including the name and phone number of a contact person.
 - 2) A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.

- D. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.
- E. Agreement is for the period of 1 year covering the terms of this contract. A
Two (2) year option to continue service will be granted with evaluation of service at the end of year one.

4. SOLE BIDDER

If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one bid received. The Owner's decision will be final.

5. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify the Owner of any ambiguity, inconsistency, or errors which they may discover upon examination of the contract documents or of the site and local conditions. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the Owner to reach him/her at least seven (5) calendar days prior to the date for receipt of bids for transmittal to the Owner. Direct all questions to:

Scott Hess, Township Superintendent
Comstock Charter Township
PO Box 449
Comstock, MI 49041
Phone: (269) 381-2360
FAX: (269) 381-4328
superintendent@comstockmi.gov

- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the Owner and issued by the Owner. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be delivered via mail, email to all who are known by the Owner to have received contract documents. Bidders shall acknowledge receipt of addenda on the Bid Proposal Form.

6. INSPECTION OF CONTRACT DOCUMENTS

A. Bid documents are located and may be obtained at:

Scott Hess, Superintendent
Comstock Charter Township
6138 King Highway
Kalamazoo, MI 49048
Phone: (269) 381-2360
FAX: (269) 381-
4328
superintendent@comstock
mi.gov

B. The Owner does not assume any responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of contract documents.

C. The Owner, in making copies of the contract documents available, does so only for the purpose of obtaining bids on construction of the work, and does not confer a license or grant for any other use, therefore does not warrant its completeness and adequacy.

7. BID SECURITY

Bid security payment will **not** be required on this project.

8. PERFORMANCE AND PAYMENT BOND

Performance and payment bonds will **not** be required on this project.

9. CERTIFICATE OF INSURANCE

A. Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.

B. As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:

- 1) Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the State of Michigan.

- 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.

- 3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:
 - a. If your policy is written on the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Product- Completed Operations Aggregate
 - b. If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
 - c. If your policy is written on a form other than the 1986 ISO Simplified form:
 - \$1,000,000 Occurrence (bodily injury and property damage combined)*
 - \$1,000,000 Aggregate (applicable to products-completed operations only)*

- 4) That Owner is an additional insured on the General Liability and Umbrella Liability policies certified.

10. EXAMINATION OF SITE

The bidder shall be held to have examined the premises and site and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity.

11. PRE- BID TOUR

- A. A pre bid tour can be scheduled with the Township Superintendent to review the specifications and expectations of the contracted services:

Starting from Comstock Township Office
6138 King Highway
Kalamazoo, MI 49048
Phone: (269) 381-2360

12. POST-BID INFORMATION

- A. After the bids are received, tabulated, and evaluated by the Owner, shall meet with the Owner at a post-bid meeting, if requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information:
 - 1) Designation of the work to be performed by the bidder with his/her own forces, and that to be contracted.
 - 2) Complete detailed cost breakdown including manpower requirements and costs associated with work activities.
- B. The bidder is required to submit information regarding the names and backgrounds of the bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.
- C. The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

13. ACCEPTANCE AND REJECTION OF BID PROPOSALS

- A. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references.
- B. The contract shall be awarded in the form of a letter to the Contractor selected.
- C. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1) If bid proposal form furnished is not used, altered, or incomplete.
 - 2) If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite or ambiguous as to its meaning.
 - 3) If bidder adds any provisions reserving right to accept or reject any awards of contract.

- 4) If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
- 5) If bid security does not accompany bid proposal form.
- 6) Failure of the bidder to inspect the proposed sites.
- 7) Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history or past references.
- 8) Bidder fails to complete Iran Economic Sanction Act
- 9) If any pertinent instructions to bidders are not fully complied with.

14. SALES TAX

Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

15. PAYMENT

- A. Payment will be processed within thirty (30) days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. **All invoices shall have invoice numbers printed on them.** Final payment will be approved only after completion of all punch list items and receipt of all required documentation by Owner.
- B. All invoices will show detailed dates for when mowing and other work was completed.
- C. The Contractor is responsible for submitting all invoices within thirty days of the date for which services are rendered.

16. SCHEDULING AND HOURS OF WORK

- A. Mowing services shall be performed during the week unless specified. Contractor shall be responsible for complying with all local ordinances regarding working times and noise. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- B. Scheduling of work must be coordinated with the individual department's operational needs in order to avoid disruption or unsafe conditions.

17. SAFETY AND PROTECTION OF SITES

- A. All work must be performed within the codes, standards and municipal ordinances of the community within which the property is located and must meet all federal, state and local regulations.
- B. The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
- C. All machinery shall be operated by trained and qualified personnel.
- D. **No mowing or trimming shall take place during a Funeral at the Cemeteries.**
- E. The work area shall be cleaned at the end of each work day. All waste, tools, equipment, etc., shall be removed or safety stored. The Owner is not responsible for theft, damage or loss of materials to the Contractor's property.

All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day.

- F. Contractor shall perform all work so that no damage to the building, grounds or finished materials result.

Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error and shall repair any damage to the satisfaction of the Owner. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete these repairs.

- G. The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.

- H. In the event that the Contractor causes building damage which compromises the security of the building, the Contractor is responsible for immediately contacting the Owner's representative.

18. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the seller hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

19. WORKMANSHIP/INSPECTION

- A. Performance will be evaluated based upon the expectation of a neat, professional looking appearance of the grounds.
- B. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.
- C. The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

20. TERMINATION OF CONTRACT

- A. The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute

the work with the diligence and force specified and intended by the terms of the contract.

- B. In the event of termination of the contract, any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

21. SCOPE OF SERVICES

Sites Grouping Bid Items 1-6 Mowing Specifications

BID	NAME/DESCRIPTION	LOCATION
1	Maple Grove Cemetery & Maintenance Building. Specific restriction mowing times	5240 AZO Court
	Comstock Cemetery Specific restriction mowing times	5900 Oran Avenue
2	North Wenke Park	5300 King Highway
	South Wenke Park	5200 King Highway
	Celery Street Park	6294 Wright Street
	Green Meadow Park	5650 East Cork Street
	Cooper Park	450 North 26 th Street
	Peer Park	58 North 26 th Street
	Fleetwood Park	9950 Shadowlane Avenue
	Robert Morris Park	8415 East H Avenue
	Fred McLinden Nature Trails(as needed)	7501 East H Avenue
	Neal Street Park (only as requested)	5900 Neal Avenue
	Merrill Park (Under Construction 2019)	5817 & 5845 Comstock Avenue
	MDNR Landing	King Highway
	River Village Preserve (as needed)	6500 & 6550 King Highway
Schau Flower Walk (as needed)	6450 King Highway	
3	Wenke Softball Complex. Once a week and on call as needed. Schedule w/Parks Dept.	9400 East Michigan
6	Fire Station 9-1	1960 River Street
	Fire Station 9-2	5947 East H Avenue
	Fire Station 9-3	8700 East Michigan
	Vacant Lot	10080 East Michigan
7	Ordinance mowing; billed Per Occurrence	Please bid on Average Lot Size

Scheduling and Hours of Work

1. Mowing services for Cemetery's shall be performed only Wednesday, Thursday or Friday of each week. Contractor shall be responsible for complying with all local ordinances regarding working time. Contractor assumes all liability for complying with local ordinances.
2. Any changes to the established schedule must have prior approval of the Township Superintendent or Clerk.
3. The Contractor shall contact the Township Superintendent or Clerk to discuss mowing schedule.
4. Mowing season is April – November.
5. Each site is to be visited once per week (every 7 days).
6. The scheduled day for each cemetery must be consistent each week, unless otherwise noted by Township Superintendent.
7. The Township Superintendent and Clerk has the authority to postpone a cemetery mowing visit 3 days (72 hours) prior to the scheduled mow date.
8. It is mandatory that during a funeral service all mowing, trimming and any other work by the contractor must stop until the entire service is completed. The contractor is encouraged to contact the Township office each week prior to mowing the cemeteries to ensure compliance with this important restriction.

Safety and Protection of Site

1. The work area shall be cleaned at the end of each job. All waste, equipment, etc. shall be removed from the premises.

The Charter Township of Comstock is not responsible for theft, damage or loss of materials to the Contractors property.

2. Contractor shall perform all work so that no damage is done to the grounds, cemetery fixtures, or finished materials.

Contractor shall be responsible for all damages to the Township Cemetery property caused by either equipment or operator error and shall be repaired or replaced to the satisfaction of the Township Superintendent. The Township Superintendent reserves all right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to completing the repairs.

3. The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.

Workmanship/Inspection

1. Performance will be evaluated based upon the expectations of a neat, professional looking appearance of the cemeteries.
2. The Township Superintendent may request a meeting at any time with the Contractor for the purpose of evaluating the Contractors performance. Items not completed to the satisfaction of the Township Superintendent will be corrected by the Contractor within a mutually agreed time frame. Failure by the Contractor to remedy concerns of the Township Superintendent may result in the termination of this contract.

Scope of Work

1. All properties shall be mowed, trimmed, and all debris removed from sidewalks, and driveways.
2. All litter such as paper, can, bottles, branches, etc. must be picked up and disposed of prior to mowing.
3. Mowing shall occur one time each week, on a consistent scheduled day. Confirm with each department.
4. Mowers are to be set to a 3 inch cut.
5. All non-turf areas shall be free of clippings and cutting debris via means of blowers, sweepers, or other equipment.
6. Trimming is to be done around every grave marker and monument to provide a neat and even appearance to the entire site. Care shall be used when

trimming around trees, bushes, signs, etc. to prevent damage. All Headstones must be cleaned of grass.

7. Extreme care must be taken with the string trimming to avoid damage to any flowers that have been planted or any other items that are left on the graves for decorations.
8. The Contractor shall not apply any pesticides or herbicides without the Township Superintendent approval.

Termination of the Contract

The Township Superintendent reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract.

22. BID PROPOSAL FORM

BID PACKAGE:	Township of Comstock Lawn Mowing Services
DUE DATE:	March 29, 2021 at 5:00 p.m. local time.
TO:	Scott Hess, Superintendent Comstock Township PO Box 449 Comstock, MI 49041-0449

NAME OF BIDDER

Firm Name: _____

Address:

Telephone: _____ Fax: _____

E-mail address: _____

AGREEMENTS

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold bids for a period of time (60 days) from bid opening date.

The Owner reserves the right to accept or reject any or all bids in whole or in part, or to waive any informalities therein. If in the Owner’s opinion it is in Owners best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Comstock Township to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

Mowing Season will be from April through November, 2021.

ADDENDA

The undersigned acknowledges receipt of the Proposal:

_____ Dated _____

LEGAL STATUS OF BIDDER

1. A Corporation organized and existing under the laws of the State of _____.

2. Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

REFERENCES: Attach the names of five references to your bid.

Name of Company

Contact Person: _____ Phone No: _____

Name of Company

Contact Person: _____ Phone No: _____

Name of Company

Contact Person: _____ Phone No: _____

Name of Company

Contact Person: _____ Phone No: _____

Name of Company

Contact Person: _____ Phone No: _____

PROPOSED BID COSTS

Mowing Bid Amounts

BID	NAME/DESCRIPTION	BID PER WEEK MOWING
1	Maple Grove Cemetery & Maintenance Building	\$
	Comstock Cemetery Specific restriction mowing times	\$
2	North Wenke Park	\$
	South Wenke Park	\$
	Celery Street Park	\$
	Green Meadow Park	\$
	Cooper Park	\$
	Peer Park	\$
	Fleetwood Park	\$
	Robert Morris Park	\$
	Fred McLinden Nature Trails	\$
	Neal Street Park (only as requested)	\$
	Merrill Park	\$
	MDNR Landing	\$
	River Village Preserve (as needed)	\$
Schau Flower Walk (as needed)	\$	
3	Wenke Softball Complex. Once a week and on call as needed. Schedule w/Parks Dept.	\$
4	Fire Station 9-1	\$
	Fire Station 9-2	\$
	Fire Station 9-3	\$
	Vacant Lot (next to Galesburg Ford)	\$
5	Ordinance mowing; billed Per Occurrence	\$

Mowing Bid Amounts (Continued):

List Additional Services Provided at additional cost (identify each)	AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Bidder Non-Collusion Assurance

Firm Name: _____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFB. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences and civil damages awards.

I hereby certify that I am authorized to sign as a representative for the following firm:

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Cellular Phone: _____ email: _____

Name: _____

Position: _____

Signature: _____

**AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan
Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of the below-named bidder (the "Bidder"), pursuant to the compliance certification requirement provided in the Comstock Township Requests for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Bidder is awarded a contract as a result of the previously cited Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Township investigation, and reasonable attorney's fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER: _____

By: _____

Its: _____

Date: _____

STATE OF _____) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2021 by _____.

_____, Notary Republic

County, _____
My Commission Expires: _____

Acting in the County of: _____