

INVITATION TO BID

LAWN FERTILIZATION 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 fertilization services within the City of Fenton until April 5, 2010 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 FERTILIZATION SERVICES - CITY OF FENTON".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in lawn fertilization 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. The bid specifications are also available at www.cityoffenton.org.

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 T. Burns
Assistant City Manager

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 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 sixty (60) 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 FERTILIZATION SERVICES 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 shall 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 service begin in Spring 2010 with an option for the 2011 and 2012 calendar years. This contract shall also be subject to annual appropriation.

PART II

LAWN FERTILIZATION BID SPECIFICATIONS

II-1 DEFINITIONS

- “City” shall be defined as the City of Fenton
- “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 with the City.

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 fertilization services. Lawn fertilization shall include applications for:

- Crabgrass control
- Fertilization
- Weed Control
- Natural Fertilizer
- Insect control
- Winterization

These applications shall occur at City Hall, Jack Winegarden Library, Fenton Community Center, Bush Park, the parking lot adjacent to the Old Fire Hall and the median islands located on Silver Parkway.

The City of Fenton expects a high standard of professionalism and it is imperative that each property be kept at its best. Lawn Fertilization and 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 fertilization 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:

- Proper application of substances that control crabgrass
- Proper application of lawn fertilization products
- Proper application of substances that control weed growth
- Proper application of Natural Fertilizer
- Proper application of substance that control the insect population
- Proper application of chemicals to prepare lawns for the winter months
- **Proper application for Vegetation Control at Bush Park only**

The City anticipates calling for seven applications at the areas noted in this document during the annual growing seasons. The time frame shall consist of sometime in the early spring ending in the late fall. 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 applications 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:

- Fenton City Hall and Police Station, 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 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 East Caroline; This shall include the area around the entire building.
- Old Fire Hall, 201 Leroy Street; This shall include the area behind the Fire Hall surrounding the Parking lot
- Bush Park, located on Leroy Street near Fifth Street.
- Median islands located on Silver Parkway

The service provider shall provide copies of all licenses and certifications required by the State of Michigan to perform this service. 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.

This term of this project would be for the 2010 calendar year with an option for the 2011 and 2012 calendar year.

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 pattern 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 and 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 as qualifying experience. Include the name, address, and telephone numbers of the responsible individual at the project site who may be contacted. Local or area references are preferred. In addition, experience with municipal organizations 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. 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 FERTILIZATION SERVICES

The City Council
City of Fenton
301 South Leroy Street
Fenton, Michigan 48430

Pursuant to your lawn fertilization proposal dated _____, I submit the following as my 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 bid proposal.

I will meet all of the requirements and provide all of the specifications outlined in said bid proposal.

Company_____

Address_____

Phone_____

Authorized Agent_____

Signature_____

Title_____

Per Application Cost:	2010	2011	2012
Fenton City Hall and Police Station	_____	_____	_____
Fenton Community Center	_____	_____	_____
Jack Winegarden Library	_____	_____	_____
Old Fire Hall	_____	_____	_____
Silver Parkway Median Islands	_____	_____	_____
Bush Park Fertilization	_____	_____	_____
Bush Park Vegetation Control	_____	_____	_____

Date _____