



INSTRUCTIONS TO BIDDERS

ITB-COT 10-12

March 11, 2010

Sealed proposals to FURNISH ALL LABOR, TOOLS, TRANSPORTATION AND EQUIPMENT FOR MOWING RIGHT OF WAYS, DETENTION PONDS AND UNDEVELOPED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until WEDNESDAY, MARCH 31, 2010 AT 10:00 A.M., EDT after which time they will be publicly opened and read in the Troy City Offices. Bid responses are not accepted via fax transmission.

MARK ENVELOPES: ITB-COT 10-12 STREETS ROUGH MOWING ON THE LOWER LEFT- HAND CORNER.

The proposals will be for the mowing of right of ways, detention ponds, and properties as specified. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. 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 Troy's Purchasing Department or on the MITN (Michigan Intergovernmental Trade Network) website at www.mitn.info.
2. 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.
3. All materials are to be F.O.B. delivered freight paid to the various work sites.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 524-3576.
5. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY 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(s) 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 Troy 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 Troy 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 any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy 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.

5. Continued

The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department 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 website, www.mitn.info, and obtain an official copy.

6. A successful bidder(s) furnishing labor on City/public premises does 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 Mr. Stephen Cooperrider, Risk Manager within (5) five business days of a verbal / electronic 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.
7. 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 Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy 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 Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, 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.
8. To the extent permitted by law, the City of Troy and the successful bidder(s) 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.
9. **A cashier's check, certified check, or money order in the amount of \$5,000.00 must accompany** the bid to insure the bid. The three lowest bidders will have their bid surety returned after the bid award. All other bidders will have their bid deposits returned after the bid has been opened at least 72 hours. **BID BONDS ARE NOT ACCEPTABLE.** The bid surety will be returned to the awarded bidder(s) upon successful completion of all contract requirements. The bid deposit will be forfeited if the final insurance documents submitted are unacceptable and not delivered in the prescribed timeframe.

SPECIAL INSTRUCTIONS

- All bidders are 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.
- If your bid is not to be broken up by group or year and based on an all or none award, please indicate this on your bid proposal under the "Exceptions" section, page 5 of 5
- Final bid results will be posted on the MITN website after award. Please register to see results – www.mitn.info.



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 10-12
 Page 1 of 5

The undersigned proposes to **FURNISH ALL LABOR, TOOLS, TRANSPORTATION AND EQUIPMENT FOR MOWING RIGHT OF WAYS, DETENTION PONDS, AND UNDEVELOPED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**, in accordance with the attached specifications. All items including the specifications, insurance certificate and bid proposal are to be considered an integral part hereof, at the following prices:

COMPANY NAME: _____

PROPOSAL A: Mowing right of ways, detention ponds, and undeveloped properties

GROUP #1 – RIGHT OF WAYS – Cost Per Linear Foot – Estimated Qty – 42,100 LF

BID ITEM	2010	2011	2012
Per Linear Foot	\$	\$	\$
TOTAL	\$	\$	\$

GROUP #2 – DETENTION PONDS – Cost Per Mow – Estimated Qty – 112 Acres

BID ITEM	2010	2011	2012
¼ Acre Or Less	\$	\$	\$
¼ To ½ Acre	\$	\$	\$
½ To ¾ Acre	\$	\$	\$
¾ To 1 Acre	\$	\$	\$
Acreage	\$	\$	\$
TOTAL	\$	\$	\$

GROUP #3 – UNDEVELOPED PROPERTIES – Cost Per Mow – Estimated Qty – 120 Acres

BID ITEM	2010	2011	2012
¼ Acre Or Less	\$	\$	\$
¼ To ½ Acre	\$	\$	\$
½ To ¾ Acre	\$	\$	\$
¾ To 1 Acre	\$	\$	\$
Acreage	\$	\$	\$
TOTAL	\$	\$	\$

MOWING SCHEDULE: The City of Troy will use the following frequency for each mowing schedule – Group #1 – 3 mows per year with approximately 42,100 linear feet per rotation (each R.O.W. is approximately 100’ long and 15’ to 20’ wide), Group #2 – 9 mows per year (3 week rotation), Group #3 – 3 times a year. Weed mowing will begin each year approximately the second week of May.

PROPOSAL B (Optional Service): Line trimming right of ways, detention ponds, and undeveloped properties – Cost Per Hour

BID ITEM	2010	2011	2012
Hourly Rate Including All Costs	\$	\$	\$

UNIT PRICES: Unit prices shall prevail. Unit prices for groups 2 and 3 are based on cost per mow per acre or fraction thereof. Group 1 pricing will be cost per linear foot with each R.O.W being approximately 100' long and 15' to 20' wide. The City of Troy Purchasing Department will correct all mathematical errors.

SITE INSPECTION: Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Mr. **Tom Rosewarne (248-524-3489)** to arrange a site visit between the hours of 8:00 am – 4:00 pm, Monday through Friday.

() Our company visited the locations on _____

() Our company did not visit the sites.

ESTIMATED QUANTITIES: Quantities stated are estimated and good faith estimates of the amount of work required and will be used for award purposes. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period. The quality / quantity of mowing areas used will be in accordance with the specifications and meet all parameters of the specifications.

DESIGNATED CITY REPRESENTATIVE:

Tom Rosewarne, Superintendent of Streets and Drains and a Weed Enforcement Officer are the designated City representatives for this project.

INFORMATION: For additional general information or questions about the specifications, please contact **Tom Rosewarne**, Superintendent of Streets and Drains at **(248-524-3489)** between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

AWARD: The evaluation and award of this bid shall be based upon a combination of factors including, but not limited to: bid prices, references, professional competence, equipment inspection, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award the bid to the lowest responsible total bidder(s) by group, year, or in any manner deemed in the City of Troy's best interest; to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations; to accept or reject optional - Proposal B.

CONTRACT TERMINATION: The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance or for any other reason deemed to be in its best interest. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

ACREAGE: The City of Troy reserves the right to add or delete acreage and sites depending upon need based on the cost per mow per acre or fraction thereof or per linear foot.

PURCHASE ORDER: After the Troy City Council has approved the award, the successful bidder(s) will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder(s) to perform the contract in accordance with specifications. A contract document will not be issued.

DOWN-PAYMENTS OR PREPAYMENTS: Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

COMPANY NAME: _____

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company. If your company has performed work for the City of Troy, please include and indicate main contract information.

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

BIDDER'S GENERAL QUESTIONNAIRE: All bidders shall fill out completely the attached general questionnaire and submit it with the bid proposal.

CONTACT INFORMATION:

Contact Name: _____ 24 Hr. Contact Phone No. _____
Hours of operation: _____ Pager No _____
Cell No _____

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. **Please include a copy of any relevant MSDS at the time of bid submission.**

COMPANY NAME: _____

INSURANCE: Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE. The required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, within 5 business days of the verbal /electronic request after the bid award. The Insurance Certificate may be faxed to the City Offices at (248) 526-5129, and is the only bid document accepted in this format.

() We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.

() We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____ at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your proposal.

() Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your proposal.

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 SHOULD be attached to the bid document at the time of submission of the proposal to the Office of 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 Troy specifications may result in this proposal being completed incorrectly. Upon verbal notification to submit an insurance certificate, the City of Troy reserves the right to withhold any bid surety for failure to comply with specifications.

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 Troy.

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 Troy City Council, the City of Troy will provide verbal / electronic notification to submit within (5) business days an insurance certificate in accordance with specifications. If not so received, the City of Troy reserves the right to withhold and keep any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

_____ being duly authorized to execute contracts for _____

(Print Full Name)

(Company Name)

hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate for ITB-COT 10-12 shall remain in full force and effect during the life of the contract.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

COMPANY NAME: _____

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, to commence on the date of award and expire on December 31, 2012, with an option to renew for two (2) additional years at 2012 prices based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance for any reason deemed to be in City's best interest.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID _____

COMPANY _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER (____) _____ FAX NUMBER (____) _____

REPRESENTATIVE NAME: _____
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: _____ EMAIL: _____

CHECK NUMBER: _____

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.

Bid proposal is based on an "all or None Award", and not to be broken up by Group or Year.

ACKNOWLEDGEMENT:

I, _____, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: All prices quoted are to be in U.S. Currency



VENDOR QUESTIONNAIRE

DATE: _____
Month/Date/Year

FIRM NAME: _____

ESTABLISHED: _____, 19__
_____, 20__ **STATE:** _____

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

If applicable:

FORMER FIRM NAME(S)

1. Number of years experience doing this type of work.

_____ YEARS Explain (if in a related field): _____

2. State formal name and legal status of bidder, whether corporation, partnership, or individual. A corporation bidder shall give the state in which incorporated, a partnership bidder shall give all the names of the partners.

3. List all mowing equipment owned by your firm and available for this contract; include make, model number, year and mowing widths.

4. Personnel who would be assigned to this account:

Please provide resumes, copies of applicator certifications, degrees, and/or list any additional training classes taken to increase expertise in this field of the people listed in this section who will be assigned to the City of Troy account.

TITLE	NAME	DEGREE / CERTIFICATION	EXPERIENCE / YEARS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Please provide copies of all resumes, certifications, and licenses, etc. submitted for individuals in this section with the titles listed above.

5. Supervisor:

Would your company be able to provide a single supervisor for all sites?

NO YES

Name: _____ Title: _____

CREDENTIALS: (Please List)

6. Current Contracts:

Please provide a list of all open contracts your company holds for the upcoming year. Include contract name, organization and value of contract.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Company: _____

Address: _____

Phone Number: _____

Representative's Name: _____

(Print)

Date: _____

SPECIFICATIONS
City Of Troy
Streets Rough Mowing

A. Contractor Qualifications

1. The appropriate authorities to perform this work shall duly license the Contractor.
2. Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE.
3. The Contractor will conform to all applicable Federal, State, and Local Laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the sites of the proposed work in order to fully acquaint himself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents forms, instruments, addendum, or other information, or to visit the sites and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. The contract length shall run for the 2010, 2011, and 2012 seasons at the City's discretion.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, traffic signs, pedestrians, and automobiles. The City shall be notified immediately of any damage.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due him there under, without the written consent of the City.
4. **For Detention ponds and properties** (Group 2 and 3) the Contractor must submit to the Streets Department numbered invoices to be broken out as follows:

Date of service	Group # or Name	Sidwell Number or location	Acres serviced	Cost /per acre (as per PO)	Total per line
				Total Invoiced Amount	

For Right of Ways (Group 1) the Contractor must submit to the Streets Department numbered invoices specifying:

Date of service	Location	Linear Feet Serviced	Cost per linear foot	Total per line+
			Total Invoiced Amount	

5. At the beginning of each season, the Contractor will submit for the City's approval a basic plan of operation. The City shall, if necessary, make changes in the submittal so it conforms to the City's needs.
6. The Contractor shall contact the Department's representative prior to starting any mowing operations.
7. Upon the City's request, the contractor shall make available for our inspection the entire firm's mowing and support equipment before the awarding of any contract. Failure to pass this inspection may be cause for disqualification from further consideration.
8. The employees of the Contractor shall at all times be properly dressed:
 - Pants* – must be clean and in good repair.
 - Shirts* – tee shirts and sleeved work shirts are acceptable if they are clean and in good repair. Tank tops, halter-tops, cut off or ripped shirts, or shirts with objectionable slogans are not acceptable. No logos, pictures, commercial advertisements, other than the Contractor's shall be exposed while on City Property or in route to the job site.
 - Shoes* – totally enclosed shoes shall be worn at all times. Sandals or similar type footwear are not acceptable.
9. Any complaints made by a citizen of Troy to a Contractor or his employee shall be handled in a courteous and timely manner. The designated City representative shall be notified within twenty-four (24) hours of all complaints.
10. All work shall be performed in a professional and competent manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.
11. The Contractor shall advise the City immediately of any hazardous or potentially hazardous conditions that may be found.
12. All requests for service shall be handled as an urgent request. Phone messages and pager calls shall be responded to in one hour. The City shall be provided with a single source contact as supervisor who will be responsible for handling all requests. **The Contractor shall provide cellular and home phone numbers for emergency contact.**
13. All requests for service shall be completed within forty-eight (48) hours of the request. If the Contractor fails to complete the work within the forty-eight (48) hour period, at the City's discretion, the City shall have the requested work completed and the responsible Contractor shall be penalized as per section C7.
14. The Contractor agrees that he will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
15. The Contractor must conform to all Federal, State, and Local Labor Laws.

16. A designated representative in the Streets and Drains Department must approve any deviations from these specifications in writing.
17. The City may, without invalidation of the original contract; order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change. The Director will then present the change to City Council. At no time will the City pay for any unauthorized changes.
18. The Contractor is responsible for all damages to public and/or private property, animals and people that may occur because of performing duties as listed in these specifications.
19. The City will not tolerate contamination of surface or underground water from any source.

C. Scope of Work

The City of Troy proposes to contract grass and weed mowing on right of ways, detention ponds and undeveloped properties. Proposals must include all labor, materials, and equipment necessary to perform the work required for the successful completion of the mowing operation. The successful contractor will be notified when to start the mowing operations by the Superintendent of Streets and Drains.

1. **Hours of Work** - Contractor must conform to City code restrictions regarding allowable work hours and workdays on municipal and abandon properties – 7:00 am to 8:00 pm Monday through Saturday.
2. **Protection** – The Contractor will be responsible for the placing and maintenance of necessary signs, lights, barricades and temporary walkways to protect City or private property and maintain public safety and convenience. If additional protection is deemed necessary, the City will place the necessary protection and bill the Contractor for the charges. It will be the Contractor's obligation to ensure that shrubs, trees, etc. be protected from damage caused by use of maintenance equipment. Any injury or damage shall be given remedial or corrective treatment, approved by the City. The City shall be notified immediately of any property damage incurred!. ***This protection shall be considered part of this contract at no additional charge to the City.***
3. **Rights-of-ways** – For the purpose of this proposal, Rights-of-way shall be defined as all grass and/or landscaped areas between the two sidewalks (if in place). If no sidewalks exist, Rights-of-way shall include all municipal property between private properties on either side of the road. Note that in many cases the owner of the abutting property is maintaining the areas between the sidewalk and the curb. If the owner's maintenance terminates or falls below City standards as per this proposal, the Streets department Superintendent shall determine which right-of-ways the contractor shall mow. Contractor shall mow any right-of-way associated with any property listed in this proposal. The area to cut will be from the back of curb or pavement edge, to include one pass outside the right of way.
4. **Cleaning** - The Contractor shall be responsible for the removal of all litter and debris (prior to mowing) from detention ponds, right of ways and vacant properties. The Contractor shall at all times keep the premises and public streets and sidewalks free from any accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work day, he shall remove all his waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose it was intended. All litter shall be legally disposed of at no additional cost to the City.

Cleaning and all associated activities shall be considered part of this contract at no additional charge to the City.

5. **Mowing** - *Mowing frequency varies between groups (see mowing schedules).* Unless otherwise stated all turf areas are to be maintained at a mowing height of three (3) inches. If for any reason an excessive amount of clippings occurs on the lawn, the clippings shall be mulched on site at no additional cost to the City. Any clippings blown into the gutters, curbs, roadways and/or onto sidewalks during the mowing operation shall be removed the same day. *Under no condition must lawn clippings be allowed to go down into storm drains.* Where necessary the Contractor shall mow; one (1) mower width on the private side of the sidewalks.

Mowing and all activities associated with it shall be considered part of this contract at no additional charge to the City.

6. **Litter/Debris Control** - The Contractor shall be responsible for removal of all litter and debris prior to mowing from all contracted sites. Litter and debris shredded during the mowing operation shall be raked up the same day of shredding and removed from the site. At the completion of the workday, the Contractor shall remove all waste and excess material, rubbish, and equipment to leave the work and the premises neat, clean, and ready for the purpose it was intended.
7. **Penalties for failure to meet specifications** – Should the City determine that the contractor has not performed the required maintenance as specified; City crews or another City Contractor will correct the deficiencies. Invoiced amounts due the Contractor will be reduced at a rate of:
- *If done by City Crews:*
 - a. Hourly labor rate - \$30.00/hr.
 - b. Vehicle rental rate - \$25.00/hr
 - c. Gasoline powered equipment rate - \$20.00/hr
 - d. General equipment rate - \$75.00 per day
 - e. Disposal rate - \$10.00 / cubic foot
 - f. Materials used will be invoiced at cost plus 50%
 - *If done by City Contractor:*
 - g. Invoiced amount plus 50%.

Repeats of the same deficiency will be charged the above rates plus an additional:

- h. 50% the second time
- i. 100% the third time
- j. Should there be insufficient invoiced amounts to cover penalties the Contractor will be billed. Should Contractor fail to pay the penalties the City will seek appropriate action for reimbursement, including forfeiture of contractor's surety.

Each deficiency will be reviewed for possible termination of contract.

8. **Optional Service: Line Trimming** – The Contractor shall be responsible for the trimming of all vegetation around plant materials, traffic signs, light poles, curb lines, etc. The vegetation shall be trimmed to the same height and at the same time as the adjacent/nearby areas of lawn are mown. The Contractor is responsible for all damages that might occur because of the trimming operation.

SITE INFORMATION

The City proposes to contract mowing at various sites in the City of Troy. The successful bidder(s) will be provided maps delineating all sites. Mowing frequency varies between groups.

CATEGORY	LOCATION	ESTIMATED LINEAR FT	# OF ROW'S AT EACH LOCATION
GROUP #1			
<u>County Right of Ways</u> (3 Times per season)	Big Beaver	500	5
	John R	3,000	30
	Crooks	2,000	20
	Long Lake	4,000	40
	Maple	2,000	20
	Livernois	3,000	30
	Dequindre	3,000	30
	Adams	3,000	30
	South Boulevard	<u>2,000</u>	20
	Total	22,500	
<u>City Right of Ways</u> (3 Times per season)	Rochester	4,000	40
	Wattles	4,000	40
	Beech	1,200	12
	Square Lake	8,000	80
	Coolidge	600	6
	Troywood	400	4
	Heide	400	4
	Meijer	400	4
	Miscellaneous	<u>600</u>	6
	Total	19,600	

GROUP #2

Detention Ponds

Over 90 locations with various sizes from ¼ acre to 6 acres
(3 week rotation – 9 mows per year)

Total Approximate acreage 112

GROUP #3

Undeveloped Properties

Over 140 locations with various lot sizes
(3 times per year)

Total Approximate acreage 120

Mowing and all activities associated with it shall be considered part of this contract at no additional charge to the City.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER <div style="text-align: center;"> <input checked="" type="checkbox"/> Complete <input type="checkbox"/> <u>Sample Certificate</u> </div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div style="text-align: center;">INSURERS AFFORDING COVERAGE</div>
INSURED <div style="text-align: center;"> <input checked="" type="checkbox"/> Complete </div>	INSURER A: <u>XYZ Company</u> INSURER B: <u>ABC Company</u> INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured- City of Troy - use wording below <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <hr/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0003	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers additional insured on ISO form B or broader.

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE	



STATEMENT OF NO BID
CITY OF TROY

BID NUMBER: ITB-COT 10-12
TITLE: STREETS ROUGH MOWING

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
TITLE: _____
COMPANY: _____
ADDRESS: _____
FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or complete this form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, and award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.