

**CALHOUN COUNTY
SUBMITTING BIDS/PROPOSALS
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County must follow these steps:

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **495.00**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities

3. **Register your intent to bid** on this project also at the site of the above link. (*Registration of intent does not need to occur at the time of the document download.*) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: lobrig@calhouncountymi.gov

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY UPON
RECEIPT OF THIS SOLICITATION.**

**INCOMPLETE BID RESPONSES MAY BE DEEMED AS NON-RESPONSIVE AND
ELIMINATED FROM FURTHER CONSIDERATION BY THE COUNTY.**

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

REGISTRATION NUMBER:

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS

REGISTRATION NUMBER:

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of

REGISTRATION NUMBER:

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an **INDIVIDUAL**, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a **PARTNERSHIP**, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a **CORPORATION** the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County 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 Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 300,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Additional insureds shall also include the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation, and their agents and employees, pursuant to Sec. 1.8.7.

1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have Calhoun County, State of Michigan, and the State Transportation Commission added as an additional insured to their insurance policy, pursuant to Sec. 1.8.7.

1.9 **TAXES**

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the proposal process. Federal Exemption Certificates will be furnished if so requested.

1.10 **GRATUITIES**

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 **INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR**

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, proposal, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set

forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible proposer whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.15.4 The County reserves the right to reissue the request for proposal.

1.15.5 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete

description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed proposal/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

Mowing services will be required **for ONE YEAR term, with the possibility of 2 each 1-year extensions**, if mutually agreed upon by both parties.

The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

Either the contractor or the County may terminate this agreement with a 120 day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and *Three (3)* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, proposers must submit a complete response to this RFP. No other distribution of RFP is to be made by this proposer. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the proposer find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the proposer.
- 2.2.3 The proposal shall be legally signed and the complete address of the proposer provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the proposer's

proposal will become contractual obligations, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP if such information would be of significance to uninformed proposers. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via e-mail by **WEDNESDAY, MARCH 27, 2019**. All questions and answers will be posted to the County's website so as to be available to all potential proposers by **FRIDAY, MARCH 29, 2019** and registered vendors will be notified via email to view this information on the website. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig, Purchasing Coordinator
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposal received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov

2.7 ALTERNATE PROPOSALS

Proposers are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK:

Calhoun County is seeking bids for the mowing and additional outside property maintenance of forfeited/foreclosed properties owned by the Calhoun County Treasurer located within Calhoun County. County locations will include Battle Creek, Marshall, Albion, as well as other locations within Calhoun County. The awarded contractor will provide services to these properties including mowing and trimming, weed trimming/removal, trash pick-up and removal, brush removal, and trimming of bushes & shrubs -- all under the supervision of the Calhoun County Treasurer's Department. The length of the proposed contract will be for a one year term, with the possibility of two one-year extensions, if mutually agreed upon by both parties. The term of this agreement will commence upon award. Bid prices shall remain firm during the term of this agreement. The most responsive bid shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS:

3.2.1 Scope:

The Calhoun County Treasurer owns various properties located within Calhoun County through the process of foreclosure/forfeiture. These properties are intended for sale at the Property Tax Foreclosure auctions in the late summer or early Fall and require mowing on a 2-week rotation and weed, brush, and trash removal; and trimming of bushes and shrubs on a per job/per request basis; so that each property is maintained in a pleasing manner to assist in facilitating sale to prospective buyers. Most properties are residential; however, commercial properties may also be included during the term of this agreement. In 2018 the quantity of properties requiring mowing and maintenance services was 122. A projection for 2019 is a possible 180 properties. This quantity is provided for purposes of bidder understanding of the field of work required and is not an assurance of the exact quantity of properties to be serviced by the awarded contractor. The Treasurer is unable to provide a firm list of properties for the 2019 season at the time of this bid until all legal processes have been finalized. This property list is anticipated to be finalized by the time of award for RFB#108-19 mowing/property services.

3.2.2 Location:

Properties requiring service are located throughout Calhoun County and are currently owned by the Treasurer until their sale at public auction. County locations include Battle Creek, Marshall, Albion, and include additional County locales. A complete list of properties will be provided to the awarded contractor so

as to coordinate and schedule the location of work crews. A list of properties is not available at this time.

3.2.3 Requested Services:

3.2.3.1 Mowing and trimming

3.2.3.2 Weed trimming and removal, as requested

3.2.3.3 Trash removal, as requested

3.2.3.4 Brush trimming and removal, as requested

3.2.3.5 Shrub & bush trimming, as requested

3.2.3.6 Seasonal leaf removal, as requested

Contractor must have the capability to mow approximately 200 properties every two weeks. Contractor will provide all supplies, equipment, personnel, necessary licenses, and insurances used in the provision of these services. It is the Contractor's responsibility to schedule equipment and personnel to cover servicing the prescribed number of properties during this time period. Contractor will submit a monthly invoice to the Contract Administrator for payment of services rendered.

3.3.4 SPECIFICATIONS:

3.3.4.1 Mowing and trimming:

Mowing must be accomplished to provide a uniform appearance to each property and in accordance with local ordinances. Trimming of grass must be done to accompany mowing. Contractor is responsible for the removal and disposal of all clippings from the property. Properties with an 8' set back between the street and sidewalk will also be mowed and trimmed.

3.3.4.2 Weed Removal:

Weeds shall be removed mechanically or by hand. No chemical form of removal or control will be accepted. Contractor is responsible for the removal and disposal of all clippings and weeds from the property. This service will be as requested by the Contract Administrator.

3.3.4.3 Brush Removal:

Brush shall be removed mechanically (i.e. brush hog) or by hand. No chemical form of removal or control will be accepted. Contractor is responsible for the removal and disposal of all

clippings and brush from the property. This service will be as requested by Contract Administrator.

3.3.4.4 Trash Removal:

Contractor shall remove and properly dispose of debris on the property prior to commencing mowing and maintenance services, such as bottles and broken glass, bricks, fencing, tires, etc. This is not an all-inclusive list of trash for removal but a representation of common trash found on properties. Contractor should contact the Contract Administrator for direction if hazardous materials or excessive trash is found. This service will be as requested by the Contract Administrator.

3.3.4.5 Leaf Removal:

This service will be as-requested by the Contract Administrator.

3.3.4.6 Bush and Shrub Trimming:

This service will be as-requested by the Contract Administrator.

All of the above mentioned services shall be in accordance with local ordinances.

3.3.4.7 Payment for Services:

Contractor will submit a monthly invoice to the Contract Administrator. No overtime or holiday pay will be remitted by the County. Contractor's personnel will be scheduled by the Contractor so as to ensure that they are paid their standard hourly rate. Days/hours of Contractor's services to perform under this agreement are subject to approval by the Contract Administrator. The cost of "as requested" services will be mutually agreed upon by the Contract Administrator and the Contractor in advance of commencement of these services.

3.4 CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS:

The Contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The Contractor shall provide, without extra charge, all incidental items required as part of the work even though not specified or indicated.

3.4.1 The Contractor's responsibility is to protect County property at all times and to use only such materials and treatments as will enhance the appearance of the County's property.

3.4.2 The Contractor shall furnish the following:

3.4.2.1 Maintenance equipment required to perform contracted services

3.4.2.2 Supplies required to perform contracted services

3.4.2.2 Adequate and proper training for Contractor personnel.

In addition, the Contractor will:

3.4.2.3 Report any vandalism, illegal dumping or activity on the prescribed properties to the Contract Administrator.

3.4.2.4 Report any dispute with adjacent property residents/owners to the Contract Administrator for resolution.

3.5 **CONTRACT ADMINISTRATOR RESPONSIBILITIES:**

The Contract Administrator (i.e. County Treasurer designee(s), will furnish the following:

3.5.1 List of properties requiring mowing & property services.

3.5.2 Form with which Contractor will document work per property and will submit with monthly invoice as proof of services rendered.

3.5.3 An example of the detail to submit with invoice will be provided at the Post-Award meeting with the Contract Administrator. The Contract Administrator will verify that properties are being maintained properly prior to payment and will withhold payment until unacceptable services have been resolved.

3.6 **LAWS, ORDINANCES, AND REGULATIONS:**

The Contractor shall keep himself/herself fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

3.7 **PERMITS AND LICENSES:**

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Contractor.

3.8 INDUSTRY RULES AND CODES:

All work shall be done in compliance with the applicable rules of the industry, which shall be considered as included in these specifications, shall comply with all local and state codes and be approved by the County prior to use.

3.9 PROTECTION OF PROPERTY:

The Contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where work is being performed.

3.10 TIME AND PROGRESS:

It is understood and agreed that “*time is of the essence*” with respect to the work contemplated herein, and the Contractor agrees to do that work covered by the contract in conformity with the provision set forth herein and to execute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time.

3.11 SAFETY EQUIPMENT, PROPER CLOTHING, AND APPEARANCE:

All Contractor personnel working on County property shall be responsible for wearing safety equipment as per Michigan Occupational Safety and Health Administration (MIOSHA) requirements and proper clothing such as shirts, long pants, eye protection, and work boots.

3.12 USE OF PESTICIDES:

The use of pesticides by the Contractor is prohibited for any of the work tasks included in this contract.

4.0 POST AWARD MEETING:

Once the award of the contract has been made, the Contractor will be requested to meet with the Contract Administrator (i.e. designated Treasurer staff) at a Post-Award Meeting. The date and time will be determined by the Contract Administrator and mutually agreed upon by both parties once the award is made. The Contractor will be provided with a final list of properties requiring mowing and maintenance service at that time and the responsibilities of the Contract Administrator and the Contractor will be discussed.

The Contractor will provide the following information in advance of mobilization of services after award:

- 4.1 The names and telephone numbers of supervisors or key personnel who can be reached at all times by the Contract Administrator.
- 4.2 Any insurance information not previously provided.
- 4.3 Any licensing or certification not previously provided.

Contractual work will not commence until following this meeting and County Treasurer provides Contractor with instruction to proceed.

5.0 **BID RESPONSE:**

5.1 Work Plan

Describe in narrative form your technical plan for accomplishing the work, in accordance with the outlined tasks, as outlined in specifications contained in “Part III – Specifications”.

5.2 Qualifications of Firm

5.2.1 Provide the principal place of business, contact person, title, telephone/fax numbers, and email address.

5.2.2 A brief summary of the qualifications of the bidder and employees.

5.2.3 Description of the organization (i.e. Corporation, Limited Liability Company, Joint Venture, or self-employed)

5.2.4 Years of experience at providing requested services

5.2.5 Capacity on a per property basis to provide services on a 2- week cycle.

5.2.6 Familiarity with vacant, abandoned, and foreclosed properties.

5.2.7 List of equipment.

5.3 Price

Completed “Attachment C–Pricing Sheet, **ADDENDUM #1**” shall accompany the bid response. **No alternate form of pricing will be considered.**

5.3 References

Provide at least three (3) references for which you have provided mowing and property maintenance services in the state of Michigan, which are similar in scope to that requested in this RFP. Include a description of the work performed, as well as a contact name and corresponding phone number and email address for each reference.

5.4 Proof of Insurance

Provide current proof of insurance coverages, as outlined in Sec. 1.8.

6.0 CONTENTS OF BID:

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Bids. Responsive submissions shall contain the following information :

- 6.1 “Legal Status of Bidder”; (*Sec. 1.3*).
- 6.2 Proof of Insurance; (*Sec. 1.8*).
- 6.3 Work plan, including list of equipment & adequate staffing
- 6.4 References
- 6.5 Non-collusion Affidavit (*Attachment A*)
- 6.6 Certificate of Authorization for Contract Execution (*Attachment B*)
- 6.7 Price sheet (*Attachment C – Pricing Sheet, ADDENDUM #1*)

BIDDERS ARE CAUTIONED THAT BID RESPONSES THAT CONTAIN LESS THAN THESE REQUIREMENTS MAY BE DEEMED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION BY THE COUNTY.

7.0 BID EVALUATION CRITERIA:

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Bid. The bid selected will be that response deemed most advantageous to Calhoun County, based on the following criteria:

- 7.1 Pricing
- 7.2 Adherence to Technical Specifications
- 7.3 Equipment & staffing plan
- 7.4 References

8.0 AWARD AND REJECTION OF BIDS:

- 8.1 This bid will be awarded to one contractor, or to multiple contractors.
- 8.2 The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid.
- 8.3 Bidders who do not demonstrate their ability to perform the work according to these specifications will be rejected.
- 8.4 Bidders who do not have acceptable and/or sufficient equipment and personnel to complete the intended work and within the time limits required will be rejected.

9.0 AWARD:

Upon notification of contract award by the County, the contractor shall submit to the County designated representative other documentation as may be requested or required hereunder. Upon receipt and subsequent approval by the County, a written notice of award and an executed copy of the contract will be forwarded to the contractor. Work shall not start until the contract agreement is signed and the Post-Award Meeting is held.

10.0 CHANGE AND/OR CONTRACT MODIFICATIONS:

The County reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a prorate basis on this bid/contract. Prices for extra work requested during this contract that are not part of this contract will be negotiated at the time of occurrence.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or costs, shall require a written change of service. Such changes, if

performed in advance of Contract Administrator's approval, may be subject to denial and non-payment.

11.0 **RESPONSE TO RFB:**

Bidder's packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____
(Official Corporate Title)

Of the corporation named contractor herein: that _____ who
signed the foregoing proposal on behalf of said corporation was then signed the signed the
of said

corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____
TITLE: _____
FIRM: _____
DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT C
PRICING SHEET
ADDENDUM #1**

RFB#108-19 MOWING & PROPERTY SERVICES

<i>Location/type of property</i>	<i>First mow& clean up</i>	<i>subsequent mowing/trimming</i>
Battle Creek (city lot)	\$ per lot	\$ per lot
Albion (city lot)	\$ per lot	\$ per lot
Marshall (city lot)	\$ per lot	\$ per lot
Springfield (city lot)	\$ per lot	\$ per lot
* County properties < 1acre	\$ per lot	\$ per lot
* County properties > 1acre	\$ per lot	\$ per lot

**County properties include those located in the townships as well as in the villages of Athens, Burlington, Homer, and Tekonsha.*

How many lots can be mowed per week by your company? _____

Specify if your company is interest in a specific geographic area within the County : _____

NO OTHER FORM OF PRICING WILL BE CONSIDERED BY THE COUNTY

(Attachment C "Bid sheet" continued)

COMPLETE FOR BID SHEETS C

Company or Bidder's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Authorized Signature: _____

Date: _____

EXCEPTIONS/NOTES: _____

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

INCOMPLETE BID RESPONSES MAY BE DEEMED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION BY THE COUNTY, (ref. Section 3.3 "Contents of Bid").