

# OFFICIAL DOCUMENT

**Mason Consolidated Schools  
2400 Mason Eagles Drive  
Erie, MI 48133  
734-848-5475**

## ADVERTISEMENT FOR REQUEST FOR BID

**Project:  
MOWING and TRIMMING SERVICES**

**Date: March 7, 2016**

Notice is hereby given that sealed bids for **Mowing and Trimming Services** will be received by Mason Consolidated Schools, Attention: Manuel Billegas Director of buildings Grounds and Transportation Delivery on or before **Friday, March 18, 2016 by 12:00 pm local time**. No allowance will be made for late delivery for any reason.

Bids shall be prepared in accordance with specifications outlined in Request for Bid.

Bids will be publicly opened on **Friday, March 18, 2016 at 12:00 pm local time in the IVN room in the High School**, by Mason Consolidated Schools, 2400 Mason Eagles Drive, Erie, MI. 48133, evaluated, with awards subsequently to be made by Mason Consolidated Schools.

Bid documents may be picked up by bidder, between 8:00 am and 4:00 pm at the following location: Mason Consolidated Schools, 2400 Mason Eagles Drive, Erie, MI 48133. Superintendents Office.

Questions of a technical nature, which may arise as a result of this Request for Bid, may be directed to Manuel Billegas at (734) 848 9305.

Bids shall be on forms furnished by Mason Consolidated Schools. Please include your latest catalog or service brochures with your bid.

A bidder will be permitted to withdraw his bid, unopened, after it has been submitted if so requested prior to the time specified above for opening of bids.

The successful bidder shall be required to enter into a contract with Mason Consolidated Schools.

Mason Consolidated Schools is exempt from all taxes. A tax exemption certificate will be issued upon request.

The right to reject any or all bids, either in whole or in part, or to waive any informalities or irregularities therein, is reserved by Mason Consolidated Schools.

**Authorized Signature:**

**Manuel Billegas  
Director of Buildings, Grounds and Transportation**

## **INFORMATION TO BIDDERS**

### **1. QUALIFICATION OF BIDDER**

- A. The owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
- B. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:
  - 1) A list of similar projects completed during the previous years, including the name and phone number of a contact person. All school contracts shall be listed.
  - 2) A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- C. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

### **2. SOLE BIDDER**

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

### **3. BID SECURITY**

- A. Bid security by a qualified surety in the form of a bid bond, certified check or cashier check in an amount equal to the total bid price for mowing the entire district one time is required to be submitted with bid submittal. Bid bonds shall be duly executed by the bidder as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid category (ies) stated in his/her bid.
- B. Bid securities will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The bid security of bidders not under consideration for award of contract will be returned by the Owner in a timely manner.
- C. The bid security obliges shall be Mason Consolidated Schools and shall become its property in the event that the bidder fails, within fifteen (15) days of notice of award to execute the contract agreement. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

**4. EXAMINATION OF SITE**

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

**5. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS**

- A. Bidder shall promptly notify the Owner of any ambiguity, inconsistency, or errors, which they may discover upon examination of the contract documents or of the site and local conditions. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the Owner to reach him at least seven (7) calendar days prior to the date receipt of bids for transmittal to the Owner. Direct all questions to the Buildings and Grounds Director:

Manuel Billegas  
Director of Buildings and Grounds  
2400 Mason Eagles Drive  
Erie, Michigan 48133  
734-848-9305  
734-848-9301

- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the Owner and issued by the Owner. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be mailed or delivered to all who are known by the Owner to have received contract documents.
- C. It should be understood that specifying a brand name, component and/or equipment in these specifications shall not relieve the seller from full responsibility in accordance with the performance warranty and contractual requirements. The seller is responsible for notifying the Owner of any inappropriate brand name, component, and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.
- D. If any provisions of this Invitation to Bid shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- E. Any agreement entered into with the Contractor shall not be construed as granting "any exclusive rights thereunder". The Owner retains the right to contract with other parties for such services, as it deems necessary.

**6. PRE-BID CONFERENCE**

There **will not** be a pre-bid conference for this project.

**7. POST-BID CONFERENCE**

- A. The bidder is required to submit information regarding the names and backgrounds of the bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.
- B. The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

**8. CERTIFICATE OF INSURANCE**

- A. Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. The Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.
- B. As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:
  - 1) Worker's Compensation and Employer's Liability Insurance covering your statutory obligations in the State of Michigan.
  - 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
  - 3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:
    - a.) If your policy is written on the 1986 ISO Simplified form:
      - \$1,000,000 Occurrence
      - \$2,000,000 General Aggregate
      - \$2,000,000 Product-Completed Operations Aggregate
    - b. If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
    - c. If your policy is written on a form other than the 1986 ISO Simplified form:
      - \$1,000,000 Occurrence (bodily injury and property damage combined)
      - \$1,000,000 Aggregate (applicable to products-completed operations only)
  - 4) That Owner is an additional insured on the General Liability and Umbrella Liability policies certified.

**9. UNIT PRICES**

- A. Each bidder must bid on all unit prices listed in the bid proposal that are applicable to their bid category. They will be fully considered in awarding the contract.
- B. Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.

- C. Any unit price, which, in the sole opinion of the Owner, is unbalanced or excessive, may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the Owner, rejection of individual unit prices materially affects the bid.
- D. Bid prices shall be firm through Friday November 25, 2016

**10. SALES TAX**

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

**11. CONTACT PERIOD**

- A. The contract award resulting from this Request for Bid shall encompass one (1) year, but may be renewed for one additional year based on Owner's request and approval to extend the contract. If contract is renewed, any price increases shall not exceed five (5) percent for any reason. Owner shall agree in writing to the price increase by issuance of a purchase order if Owner has agreed to renew the contract.
- B. In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- C. The Owner reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the Owner. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirement.

**12. PAYMENT**

- A. Payment to be made from Contractor's invoice. Invoices must contain the bid number and purchase order under which the contract is awarded. **All invoices shall have invoice numbers printed on them.**
- B. Payment of mowing services invoices will be rendered by the Owner within three (3) weeks of their receipt, assuming no discrepancies exist.
- C. The Contractor is responsible for submitting all invoices within thirty (30) days of the date for which services are rendered. **Invoices for mowing services rendered during the month of June must be submitted no later than June 30.**

**13. SCHEDULING AND HOURS OF WORK**

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

- C. The Contractor shall contact the Buildings and Grounds Director by Monday April 1, 2016 to discuss mowing schedules, site activities and expectations. A list of contact names and numbers will be provided.

**14. SAFETY**

- A. The Contractor shall be responsible for providing and for placing signage, barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- B. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense.
- C. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Owner is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Project Manager will be consulted.
- D. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Project Manager.
- E. The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair any or all damages with other sources if the Contractor fails to do so within an expedient time to be determined by the Owner. The Contractor shall be back-charged for all costs required to complete this work.
- F. In the event that the Contractor causes building damage, the Contractor shall be responsible for immediate communication to Building and Grounds Director at (734) 848-9305.

**15. TERMINATION OF CONTRACT**

- A. The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended by the terms of the contract.
- B. In the event of termination of the contract, any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

**16. SPECIFICATION OF SERVICES**

- A. SCOPE OF WORK

- 1) All District sites shall be mowed and trimmed weekly to maintain a neat, uniform appearance. District sites shall not be mowed and trimmed more frequently unless requested by Owner
- 2) Mowing shall occur approximately one time per week at each site and in no case shall more than 10 calendar days pass between mowing at each site unless specifically directed by Owner to extend the length of time between mowings. Sites shall be trimmed every time they are mowed at the same time they are mowed Bids are to be submitted and the contract(s) awarded on a per cut basis.

#### B. GENERAL CONDITIONS

- 1) Mowing must be available at the awarded rate at all times between **April 4, 2016 and November 25, 2016**
- 2) Mowing will not exceed 28 cuts nor be less than 18 cuts during the cutting season.
- 3) The Owner reserves the right to postpone mowing operations when weather, financial, dry conditions or other conditions necessitate a reduction of the mowing services.
- 4) The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.
- 5) The Contractor shall provide a list of available mowing/trimming equipment for this contract. This list must be submitted with the Bid Proposal.
- 6) The Contractor shall not apply any pesticides or herbicides without the Owner's written approval. If approved the application will at the owners expense.
- 7) Non-approved work will not be paid for.
- 8) All turf termination at various paving and cement details shall be vertically edged to remove turf overgrowth three (3) times each season. First, within the first two (2) weeks of May, second within the first two (2) weeks of July and third within the first two (2) weeks of August. Contractor shall notify Owner upon completion of each edging occurrence. **(all sidewalks edged on the main camps only)**

#### C. EQUIPMENT

- 1) All mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial turf equipment. All equipment shall be mechanically sound and reliable.
- 2) All blades will be sharp and properly adjusted for height and cutting sharpness.
- 3) All mower decks shall be equipped and operated with discharge chutes at all times while on school district property.
- 4) Mowers are to be set to cut at a minimum of three (3) inches and grass shall never exceed a total height of five (5) inches between cuts.
- 5) Trimming will be performed with nylon cord trimming equipment.

#### D. MOWING

- 1) All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing.

- 2) Mowing frequency shall be such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. If the time between cuttings must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, or if the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.
- 3) Mowing shall be coordinated to prevent the depositing of mowing debris into planters, flowerbeds, or base mounted equipment such as A/C condensers. Any clippings or debris blown into these areas shall be removed immediately.
- 4) All non-turf areas such as sidewalks, patios, entrances, planters, etc., shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

**E. TRIMMING**

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, ditches, around bushes, back stops, playground area and equipment, under fixed bleachers, next to buildings, around wooden post, sidewalks, running track and the grass that grows up between sidewalk area where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.
- 3) Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

**F. EDGING**

- 1) All paving and cement details shall be vertically edged to remove turf overgrowth three (3) times each Season. First, within the first two (2) weeks of May, second within the first two (2) weeks of July and third within the first two (2) weeks of August. (All sidewalks edged on the main camps only)
- 2) Contractor shall notify owner upon completion of each edging occurrence.
- 3) All equipment shall be mechanically sound and reliable with all required guards in place while in operation.

**17. BID PROPOSAL FORMS Mason Consolidated Schools**

**BID PACKAGE: Mowing and Trimming Services**

**DUE DATE: Friday, March 18, 2016 by (12:00 pm)**

**TO:** Mason Consolidated Schools  
 2400 Mason Eagles Drive  
 Erie, MI 48133  
 Attn: Manuel Billegas  
 Director of Buildings and Grounds



**LEGAL STATUS OF BIDDER**

- 1. A Corporation organized and existing under the laws of the State of \_\_\_\_\_
- 2. Name, title, and signature of individual duly authorized to execute contracts:  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_

**AGREEMENTS**

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

Owner also reserves the right to withhold bids for a period of time (90 days) from bid opening Date.

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

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

**NAME OF BIDDER**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Attach the names of three references to your bid, preferably school district.

NAME OF DISTRICT:

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

NAME OF DISTRICT:

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

NAME OF DISTRICT:

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

**Bid Proposal Form**

<u>SCHOOL SITE</u>	<u>COST PER CUT</u>	<u>COST PER CUT IF</u> <u>AWARDED ENTIRE CONTRACT</u>
High School	_____	_____
Middle School	_____	_____
Central Elementary	_____	_____
Sports Complex	_____	_____
Luna Pier Lot (by I-75)	_____	_____
Corner of S. Dixie /Lakeside Rd. (up to power station/tree line)	_____	_____
Sewer plant fenced in area (trimming fence also)	_____	_____
<b>GROUP TOTAL</b>	_____	_____

Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as if followed by the words "or acceptable equal". The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the Owner's interest to accept. The seller shall include sufficient specification data, which will, together with any other data the Owner may require, enable the Owner to assess the acceptability of the material or equipment.

Extra's:	Cost
Cost for additional side walk edging	_____
Cost to trim between cracks in the sidewalks	_____
Cost to trim hedges and bushes on main campus	_____
Cost to trim the cracks on the asphalt on the NE corner of Elementary	_____
Cost of leaf removal	_____
Tree Trimming	_____

Cost for single cuts on Baseball field

\_\_\_\_\_

Cost for single cut on Football field

\_\_\_\_\_

Cost for single cut on Softball field

\_\_\_\_\_

**Attachment 1**

**Compliance with School Safety Initiative Legislation**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), certifies to Mason Consolidated Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District Property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses".<sup>1</sup> The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code<sup>2</sup> or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> The term listed offenses means those defined in Section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

<sup>2</sup> MCL.380.1535a(1).

**Attachment 2**

**Familial Disclosure Form**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Mason Consolidated Schools (the "School District") Request for Proposals for Snow Removal, hereby represent and warrant, except as provided below, that no familial relationships exist between Bidder(s) or any employee of the School District, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 3**

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

The undersigned, the owner, or authorized officer of the below-named company (the “Company”) hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by Mason Consolidated Schools as a result of an RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract. The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Mason Consolidated School’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date