

**NOTICE OF INTENT TO ACCEPT BIDS for
2015 LANDSCAPING**

Sealed bids for 2015 landscaping will be received by the Charter Township of Oakland, Building Department at 4393 Collins Road, Rochester, Michigan 48306 until 10:00 a.m. local time, **Wednesday, April 8, 2015**, at which time and place said bids will be publicly opened and read aloud.

The complete specifications are available at the Charter Township of Oakland, Offices Located at 4393 Collins Road, Rochester, Michigan 48306 between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday.

Any deviation from the specifications must be noted on the Bid Form.

THE CHARTER TOWNSHIP OF OAKLAND RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Please submit bid on or before the date and time given above to:

Cari Neubeck, Deputy Clerk
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

All bids must be submitted in a Sealed Envelope marked "**BID - LANDSCAPING**".

**ADVERTISEMENT FOR BIDS
CHARTER TOWNSHIP OF OAKLAND
OAKLAND COUNTY, MICHIGAN**

2015 LANDSCAPING

Sealed bids for 2015 Landscaping will be received by the Charter Township of Oakland, Building Department, at 4393 Collins Road, Rochester, Michigan 48306 until 10:00 a.m. local time, Wednesday, April 8, 2015, at which time and place said bids will be publicly opened and read aloud.

The complete specifications for the 2015 Landscaping Bid are available at the Charter Township of Oakland offices 4393 Collins Road, Rochester, Michigan 48306 between the hours of 8 a.m and 4:30 p.m. Monday through Friday.

Bids shall be in conformance with and subject to Instructions to Bidders and other bid documents. The Bid Form must be completed entirely and submitted with the Bid. The contractor shall be required to meet the Charter Township of Oakland's insurance requirements and shall maintain such coverage until the project is complete.

All bids shall be opened publicly and read aloud at the date and time specified. Each bid shall be recorded together with the name of the bidder.

PROJECT DESCRIPTION

The Charter Township of Oakland is soliciting bids to provide supervision, labor, equipment, services and expertise required to perform landscaping including lawn mowing and trimming, mulch maintenance, flower bed maintenance, weed control and property clean-up for various Charter Township of Oakland Buildings.

All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid.

Townships are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figures. The Charter Township of Oakland will furnish the successful bidder with the tax exemption certificates when required.

No bidder may withdraw a bid after the actual date of the opening thereof except in the case where a bidder demonstrates to the Charter Township of Oakland's satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder has 24 hours after the opening of the bid to deliver to the Charter Township of Oakland a notice in writing that he/she desires to withdraw his/her bid stating the reasons therefore. Once a bid is withdrawn, it may not be rebid.

The Charter Township of Oakland reserves the right to waive any informalities or immaterial omissions or defects not involving price, time or changes in the work. In the case the error in the extension of prices in the bid or other arithmetic error, the unit price shall govern.

Any deviation from the specifications must be noted on the Bid Form.

The Charter Township of Oakland reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability and services when in its judgment it best serves the Charter Township of Oakland.

THE CHARTER TOWNSHIP OF OAKLAND RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

All correspondence or inquiries from interested vendors regarding this bid proposal shall be directed to the attention of Cari Neubeck, Deputy Clerk, 4393 Collins Road, Rochester, Michigan 48306, 248-651-4440.

Only those persons designated above are authorized to seek additional information from prospective vendors regarding their bid proposals. Correspondence or inquiries made directly to vendors regarding their bid proposals from all other persons are to be directed to those Charter Township of Oakland employees designated above for appropriate review and response.

Please submit bid on or before the date and time given above to:

Cari Neubeck, Deputy Clerk
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

All bids must be submitted in a Sealed Envelope marked "**BID - LANDSCAPING**".

LANDSCAPING BID

The Charter Township of Oakland is soliciting bids to provide supervision, labor, equipment, services and expertise required to perform landscaping including lawn mowing and trimming, mulch maintenance, flower bed maintenance and property clean up for various Charter Township of Oakland buildings. The Charter Township of Oakland reserves the right of option to renew for one additional year.

Bidder will be responsible for carefully examining the proposed work sites and to judge for themselves the nature of the work to be done. Proper equipment and care shall be used to prevent unnecessary damage to turf areas, trees and/or mulch areas around trees, shrubs and/or flower beds.

The Charter Township of Oakland seeks a responsible contractor to provide a high level of maintenance for the proper landscaping environment at all Charter Township of Oakland buildings in order to preserve the citizen's investment in those buildings. A neat, clean and weed free appearance along with correct plant care is required of the company bidding on this work.

The submission of a proposal hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.

LOCATIONS: The following locations will be serviced under these specifications.

- Charter Township of Oakland Main Complex, 4393 Collins Road
- Fire Station #2, 1888 Rochester Road
- Paint Creek Cider Mill, 4480 Orion Road

QUALIFICATION OF BIDDERS

Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of landscaping. Bidders shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The Charter Township of Oakland will require proof of these qualifications and work performance references. The Bidder shall provide a resume to the Charter Township of Oakland demonstrating the Bidder's ability to satisfy the requirements as set forth in these specifications. The Bidder shall include in their resume any and all information pertinent to aiding the Charter Township of Oakland in determining the abilities of the Bidder.

The contract will be awarded to the lowest responsible and responsive bidder whose proposal complies with all the prescribed requirements. However, the Charter Township of Oakland reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all bids, if to do so is deemed in the best interest of the Charter Township of Oakland. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom it is proposed to make such award. No proposal will be accepted from or contract

awarded to any person, firm or corporation that is in arrears or is in default to the Charter Township of Oakland upon any debt or contract or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Charter Township of Oakland.

No bidder may withdraw a bid after the actual date of the opening thereof except in a case where a bidder demonstrates to the Charter Township of Oakland reasonable satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder has 24 hours after the opening of a bid to deliver to the Charter Township of Oakland a notice, in writing, that he/she desires to withdraw his/her bid and stating the reasons therefore. Once a bid is withdrawn, it may not be rebid.

The bidder will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, tools, equipment, material, and supplies except as may otherwise be specified as furnished by the Charter Township of Oakland.

The bidder shall not subcontract any or all portions of the work unless the Charter Township of Oakland grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract.

All work shall meet with the approval of the Township Manager, or his authorized representatives as conforming to the provisions and requirements of this contract.

All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede traffic. The Bidder shall not operate mowing equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. Equipment not in use may not be temporarily parked in the traveled portion of the roadway or on non-motorized pathways.

The bidder shall coordinate this work with other Contractors performing work within the common or adjoining areas, so as to avoid conflicts in maintaining traffic operations and the hindrance of the orderly progress of individual contract work.

Work is to be performed under this contract during the hours of daylight, and no work will be permitted at night, on Sundays or holidays unless specifically authorized or directed by the Township Manager or his/her representative.

GENERAL SPECIFICATIONS:

1. All spray applications shall be made in compliance with all applicable laws and regulations including Michigan Department of Agriculture Regulations 636 & 637.
2. All herbicide applications shall be done in a manner that does not cause harm to trees, flowers, turf and/or shrubs.
3. All granular material shall be removed from the walkways by the bidder after each application.
4. Bidder shall provide to the Charter Township of Oakland, within 24 hours, a list of mowed sites and shall include any comments on the condition of the site.

5. Billings are to be generated monthly and are to include property locations and date of each treatment. Submit to the Township Manager, for approval and payment processing.
6. Bidder shall provide Material Safety Data Sheets (MSDS) for each chemical being applied under these specifications.
7. Cut and trim all grass, weeds, and growth in the designated maintenance areas. Care shall be taken to prevent damage to trees, sign posts, sprinkler heads, mulch areas, turf, etc. that can be caused by improper use of trimmers and/or mowers.
8. Use a nylon cord trimmer to cut around trees, buildings, fence lines, mulch beds, signs or other obstacles.
9. Any mulching material that has been dislodged from the mulch beds shall be returned to the mulch bed prior to the bidders crew leaving the site.
10. Any grass that has been damaged by the bidders crew shall be restored.
11. Direct grass and weed clippings away from roadways, ponds, waterways, buildings and blower intake pipes or screens. Grass clippings shall be cleared from sidewalks and driveways/parking areas after each mowing.
12. Visually inspect for, collect and remove debris prior to mowing. Debris shall be legally disposed of.
13. Employ individuals that are properly trained in operating the specific equipment used by the bidder. Upon request, the Bidder shall provide a copy of their Written Safety Program for review by the Charter Township of Oakland.
14. Provide these maintenance services according to the Lawn Cutting Schedule.
15. Where a cost is requested on the Bid Form for lawn mowing, the bid shall be on a per-cut basis. Do not provide a lump sum.
16. Mowers shall have the mower deck ahead of the power unit.
17. Bidder shall submit, along with their bid, a list of their equipment for Charter Township of Oakland inspection.
18. The Bidders equipment shall be in good repair capable of performing the work under these specifications and shall meet all OSHA, MIOSHA and other applicable Michigan Laws, rules and regulations. Equipment shall include, but is not limited to, mowers, trailers, trimmers, etc. The Charter Township of Oakland reserves the right to inspect the Bidders equipment as a condition of contract approval.
19. Bidder shall use the proper equipment for the work to prevent scalping of the turf, disruption of mulch areas or other damage.
20. When working on Charter Township of Oakland property, the Bidder shall require that their employees wear the necessary protective gear/clothing as required by OSHA and/or MIOSHA for the type of work they are performing.
21. Weeds and grasses growing through the cracks of curbs or other paved areas shall be treated with a herbicide to control growth within these areas. This shall be done as part of the lawn cutting duties under this specification.

SPECIAL INSTRUCTIONS:

1. Sidewalks will be edged no less than once per month.
2. Grass shall not exceed a maximum height of five (5) inches between mowing. Bidder shall advise the Township Manager if additional mowing is required in order to meet this requirement.

PROPOSED LAWN CUTTING SCHEDULE: The Charter Township of Oakland reserves the right to add or delete cuttings from the Schedule. This schedule is an approximation, weather conditions may necessitate additions, or deletions to the number of times the lawn will require maintenance.

1. From the start of contract, the areas below are to be cut every week:

- Charter Township of Oakland Main Complex, 4393 Collins Road
- Fire Station #2, 1888 Rochester Road
- Paint Creek Cider Mill, 4480 Orion Road

2. From the start of the contract, the areas below are to be cut once a month:

- Bigler Cemetery, Corner of Gunn & Kern
- Kline Cemetery, Rochester Road Just South of Stoney Creek
- NW Corner of Orion & Dutton, Cut & Trim Around Sign
- NW Corner of Orion & McDuff, Cut & Trim Around Sign
- Landscape Island Orion & Territorial, In Front of Paint Creek Market
- Rochester & Romeo, Cut & Trim Around Sign
- Rochester & Mead, Cut & Trim Around Sign

MULCH MAINTENANCE:

1. **MULCH INSTALLATION:** All shrub and flower mulch beds and mulch rings around ornamental trees will be defined and maintained. Existing mulch beds and mulch rings shall be top-dressed with new mulch after the application of pre-emergents.
3. **WEED CONTROL OF MULCH AND SHRUB AREAS:** Both pre-emergent and post-emergent herbicides will be utilized to control weed growth in the mulch areas.
4. All shrub and flower mulch beds and mulch rings around trees shall be maintained to present neat and weed free appearance throughout the growing season.
5. The following locations shall be part of the Mulch Maintenance Program:
 - Charter Township of Oakland Main Complex, 4393 Collins Road
 - Fire Station #2, 1888 Rochester Road
 - Paint Creek Cider Mill, 4480 Orion Road

FLOWER BED/PERENNIAL BED MAINTENANCE:

1. Annuals may be planted by non-profit groups for the Charter Township of Oakland, but shall be maintained by the Bidder for the growing season in a neat and weed free appearance at all times.
2. Existing perennials and any new planted by non-profit groups for the Charter Township of Oakland, shall be maintained by the Bidder for the growing season in a neat and weed free appearance at all times.
3. The following locations shall be part of the Flower Bed/Perennial Bed maintenance:

- Charter Township of Oakland Main Complex, 4393 Collins Road
- Fire Station #2, 1888 Rochester Road
- Paint Creek Cider Mill, 4480 Orion Road

PROPERTY CLEAN UP:

1. A spring clean up shall be included in the Bid which will cover the removal of leaves that have collected in the shrub beds and corners of buildings. Additionally, litter that has collected over the winter months is to be removed.
2. A fall clean up shall be conducted twice, once in October, once in November, to remove leaves and debris.
3. The following locations shall be part of the property clean up:
 - Charter Township of Oakland Main Complex, 4393 Collins Road
 - Fire Station #2, 1888 Rochester Road
 - Paint Creek Cider Mill, 4480 Orion Road

SHRUB TRIMMING:

1. The shrubs shall be trimmed at least once per month at the following locations. Trimming shall be performed to provide a neat, uniform appearance to the shrubs without damaging the plant.
2. The following locations shall be part of the Flower Bed/Perennial Bed maintenance:
 - Charter Township of Oakland Main Complex, 4393 Collins Road
 - Fire Station #2, 1888 Rochester Road
 - Paint Creek Cider Mill, 4480 Orion Road

LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL

The contractor will be responsible for the preservation of all public and private property along and adjacent to working area and shall exercise due care and caution to avoid and prevent any damage or injury as a consequence of the work. All trees, shrubs, ground covers, lawns and utilities shall be adequately protected.

Damage: Trees, shrubs, flowers and lawn areas damaged beyond repair, as judged by a qualified horticulturist or arborist acceptable to both parties, are to be removed at no expense to the Charter Township of Oakland and replaced by a tree, shrub, flower or sod of size and species approved by and at no additional expense to the Charter Township of Oakland; or the dollar value of such damaged trees, shrubs, flowers or sod as determined by a qualified horticulturist or arborist acceptable to the Charter Township of Oakland and the Contractor, shall be deducted from the monies owed the Contractor.

Should any direct or indirect damage or injury result to any public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or as a consequence of the execution or non-execution thereof on the part of the Contractor or any of his employees or agents, such property shall be restored, by and at the expense of the Contractor, to

a condition equivalent to that existing before the damage or injury occurred, by repairing or rebuilding the same or by otherwise making good such damage or injury in an acceptable manner.

HAZARDOUS PRACTICE

The Contractor shall not engage in any activity or practices which pose an unreasonable hazard or threat to the safety of persons or property.

OBSERVANCE OF LAWS, ORDINANCES, AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all applicable Federal, State and Local laws, ordinances, regulations or rules and specifically the Michigan Department of Agriculture, Pesticide and Plant Pest Management Division, Regulation 636, Pesticide Applicators and 637, Pesticide Use. The Contractor shall comply with all orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

SUBCONTRACTS

The Contractor shall not subcontract work under this contract unless written approval is granted by the Charter Township of Oakland. The Subcontractor, as approved, shall be bound by the terms and conditions of the contract between the Charter Township of Oakland and Contractor. The authorized Subcontractor shall perform all work in accordance with all terms of this contract and specifications. All required notices, work orders, directives and requests for emergency services will be directed to the Subcontractor as if the notice had been given directly to the Contractor.

EXECUTION OF CONTRACT

The successful Bidder shall, within 10 calendar days of mailing of written notice of selection as the successful Bidder, enter into contract with the Charter Township of Oakland on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate certificate of issuance required hereunder and commence with work.

MODIFICATIONS

Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the Charter Township of Oakland and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

WORK CREW SUPERVISION

The Contractor shall provide qualified supervision of each crew at all times while working under this contract.

APPENDIX A
INSURANCE REQUIREMENTS

Submit a Certificate of Insurance prior to the issuance of a purchase order meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have language the same as that shown in example. All insurance carriers must be acceptable to the Charter Township of Oakland and licensed in the State of Michigan.

The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance;
2. Commercial General Liability Insurance;
3. Motor Vehicle Liability.

HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the Charter Township of Oakland, its elected and appointed officials, employees and volunteers and others working in behalf of the Charter Township of Oakland 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 Charter Township of Oakland, its elected and appointed officials, employees, volunteers or others working in behalf of the Charter Township of Oakland by reason of personal injury, including bodily injury and 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.

BID SUBMITTED PURSUANT TO THE TOWNSHIP OF OAKLAND
2015 LANDSCAPING

Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

The undersigned, as Successful Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Invitation to Bid, General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she or his/her representative, has made such personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the Township, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the owner as therein set forth, to furnish the insurance required of the Contractor by the Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the Township reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or informalities in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the Township.

The successful bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the successful bidder shall execute the formal Contract Agreement within ten (10) days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the Township as liquidated damage for the delay and additional expense to the Township caused thereby.

Pursuant to your request for Landscaping Service proposals, I submit my bid, with the understanding that if my bid proposal, or section thereof, is accepted, I will execute a written contract with the Township of Oakland, which will embody the terms as outlined in the bid proposal.

I will meet all of the requirements and provide all of the services for the amounts listed on the attached bid sheet for the items listed in this document.

The contract shall have a term of one year with the ability to extend an additional two years if agreed to by both parties. Contractor agrees to abide by all applicable Federal, State and local rules and policies in carrying out the terms of this agreement. The Township, in the event of unsatisfactory performance by the contractor, reserves the right to terminate this contract upon thirty (30) days written notice to the last address provided by the contractor. Prior to termination of this contract, the Township will provide the contractor thirty (30) days, after oral or written notice of unsatisfactory performance, to make corrections to the satisfaction of the Township.

The undersigned, by execution of this contract, certifies that he/she is the _____ of the firm named as _____, that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the same on behalf of said firm.

Company:

Address:

Phone:

Authorized Agent:

Signature:

Title:

Date:

INSTRUCTIONS TO BIDDERS:

The Bidder shall provide a **resume** to the Charter Township of Oakland. The Bidder shall include in their resume any and all information pertinent to aiding the Charter Township of Oakland in determining the abilities of the Bidder.

Bidder shall submit, along with their bid, a list of their equipment for Charter Township of Oakland inspection.

The Bid Form is to be completed in legible form.

NO FAXED BIDS WILL BE ACCEPTED.

Bids are accepted **until 10:00 a.m. Wednesday, April 8, 2015.**

Please mark your envelope: "**BID - LANDSCAPING**".

BID FORM

Lawn Mowing Cost on a Per Cut Basis

- | | | |
|----|--|----------|
| 1. | Lawn Mowing: 4393 Collins Road Complex | \$ _____ |
| | Mulch Installation/Weed Control | \$ _____ |
| | Flower/Perennial Bed Maintenance | \$ _____ |
| | Property Clean Up | |
| | Spring | \$ _____ |
| | Fall #1 | \$ _____ |
| | Fall #2 | \$ _____ |
| 2. | Lawn Mowing: Fire Station #2, 1888 Rochester Road | \$ _____ |
| | Mulch Installation/Weed Control | \$ _____ |
| | Flower/Perennial Bed Maintenance | \$ _____ |
| | Property Clean Up | |
| | Spring | \$ _____ |
| | Fall #1 | \$ _____ |
| | Fall #2 | \$ _____ |
| 3. | Lawn Mowing: Paint Creek Cider Mill, 4480 Orion Road | \$ _____ |
| | Mulch Installation/Weed Control | \$ _____ |
| | Flower/Perennial Bed Maintenance | \$ _____ |
| | Property Clean Up | |
| 4. | Lawn Mowing & Trimming, Monthly Areas | \$ _____ |