



**VILLAGE OF WOLVERINE LAKE**  
**REQUEST FOR PROPOSALS (RFP)**

*for*

**CODE COMPLIANCE ABATEMENT FOR LAWN MOWING**

**ISSUE DATE: MAY 9, 2019**

**PROPOSAL DUE DATE EXTENDED TO: JUNE 7, 2019 AT 10:00 A.M.**

**SUBMIT RESPONSES TO:**

ATTN: RFP– CODE COMPLIANCE MOWING  
VILLAGE OF WOLVERINE LAKE  
425 GLENGARY  
WOLVERINE LAKE, MI 48390

admin@wolverinelake.com

PHONE: 248.624.1710

WEBSITE: [www.wolverinelake.com](http://www.wolverinelake.com)

## **INTRODUCTION**

The Village of Wolverine Lake is seeking a contractor(s) for code compliance lawn mowing services, and hereby requests a written proposal for contractors to perform nuisance lawn mowing abatements at residential and commercial properties. The abatement includes the mowing of grass and weeds. Abatement requests will be on a per site authorization basis from the Code Enforcement Officer.

## **BACKGROUND**

The Village of Wolverine Lake Code Enforcement Officer receives and responds to complaints regarding tall grasses, weeds or vegetation. Details can be found in the Village's Codified Ordinances Chapter 694. The Village desires for a contractor to supply mowing services for properties which fail to be mowed by the property owner. The selected contractor will be responsible to provide mowing services to the Village of Wolverine Lake for properties requested by the Code Enforcement Officer during the 2019 growing season.

## **SCOPE OF WORK**

The work includes mowing of all established grasses and vegetation (excluding shrubs, trees, heavily wooded areas, and reasonably maintained garden areas) at each property requested by the Code Enforcement Officer. Each property will be identified by address and parcel ID number with any special circumstances noted.

## **JOB EXPECTATIONS | REQUIREMENTS**

- A. The contractor will be expected to complete all jobs within 5 business days of notification – (*weather permitting*).
- B. The contractor will be prepared to complete a large number of mowing jobs in a timely manner – including some jobs consisting of extremely tall grass/weeds.
- C. Have sufficient equipment, personnel and skills needed for cutting residential and commercial properties consisting of grass/weed.
- D. Be capable of mowing ungraded lots or steep slopes; identify possible hazards including overgrown vegetation, garbage, debris, and miscellaneous junk that may be present in grass which may create a hazard/obstruction to report to the Code Enforcement Officer.
- E. Mow tall grasses and/or weeds in and around structures (example: swing set), walks, trees, fences, and through fence openings to mow rear yards to a neat appearance.
- F. The contractor will be allowed to schedule work hours between 7:00 a.m. to 8:00 p.m. Monday through Friday, and 9:00 a.m. to 6:00 p.m. Saturdays, Sundays and holidays.
- G. The contractor must be able to receive & process requests via e-mail.
- H. The contractor must take photographs of properties both pre and post cut.
- I. The contractor's invoices will give a detailed description of the location (address and/or parcel number), dates and time work was performed.
- J. Invoices must be submitted in a timely fashion in order to be processed.
- K. The Village reserves the right to withhold payment on all unauthorized work.

## CONTRACT INFORMATION

### A. RIGHT TO CANCEL OR CHANGE PROCESS

The Village of Wolverine Lake reserves the right to cancel or change the process, so as the best interest of all involved parties is served. If the process is changed or modified, the Village shall issue a notice indicating the changes and new instructions. The Contractor will be encouraged to communicate with the Code Enforcement Officer on ways to improve the process.

### B. TERMINATION

The Village of Wolverine Lake may, by written notice, and at any time, terminate the contract if, in the judgment of the Village, the contractor has failed to comply with the terms of the contract. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

Contractor acknowledges that this contract is contingent upon sufficient budget allotments, and is subject, by written notice to Contractor, to restriction or cancellation if budget adjustments are deemed necessary by Village Council. In the event the contract is terminated due to such budget restructuring, Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor.

### C. NON-EXCLUSIVE

This contract is a non-exclusive contract with the Village, and no specific number of jobs is guaranteed. The Village reserves the right to use its own employees as necessary to perform work similar to that being performed under the terms of this contract. Performance of work by Village employees shall be construed as being consistent with the terms of the contract and shall not be cause for the Contractor to cease performance of work as directed.

### D. NO ASSIGNMENT

It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of the contract without written consent from the Village of Wolverine Lake.

### E. TERM OF CONTRACT

The term of the contract shall run for five months from June 1, 2019, thru November 1, 2019 with a possible renewal from May 1, 2020 thru November 1, 2020. The Village of Wolverine Lake has the right to renew the contract, with the same contractor(s), without going back to bid.

## BIDDER QUALIFICATIONS AND PROPOSALS:

The Village requests that contractors interested in submitting proposals:

- A. Bid the following to provide all of the services described in the Proposal specification section of the RFP for the 2019 growing season: **\*All prices are to be per cut.**
  1. Price to abate up to a quarter acre property with a structure on it.
  2. Price to abate up to a quarter acre vacant parcel (no structure on it).

3. Price to abate larger than a quarter acre property up to a half acre property with a structure on it.
  4. Price to abate larger than a quarter acre vacant parcel up to a one acre vacant parcel (no structure on it)
- B. Provide evidence of all insurance necessary to cover its employees performing services under the terms of this contract including, but not limited to:
    1. General Liability Insurance - insurance must be in a minimum amount of one hundred thousand dollars (\$100,000) per occurrence.
    2. Comprehensive Vehicle Liability Insurance.
    3. Workers Compensation as required by the State of Michigan.
  - C. Provide certification from State of Michigan that their company or corporation is registered and compliant with this State and the County.
  - D. Submit a written summary of their company's qualifications, years in business, and experience providing the level and type of service specified in the RFP.
  - E. Provide a list of three references of clients that have a current contract for services.
  - F. Specify the staff to be involved (primary contact, clerical contact, and owner or owners).

## **OTHER REQUIREMENTS**

### **A. GUARANTEE**

Any property which is not mowed and/or cleaned satisfactorily, as deemed by the Village, shall be re-done upon the Village's request at the Contractor's expense.

### **B. PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall exercise all necessary caution to protect vehicular and pedestrian traffic and to protect all public and private property from injury or damage caused by the operation of the Contractor. Any practice obviously hazardous in the opinion of the Village shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The Contractor shall comply with all OSHA and other Federal and State safety standards.

### **C. PROPERTY DAMAGE**

The Contractor shall assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the Contractor's performance under the terms of this bid. Should any damage to property be caused by the Contractor, the Contractor shall be required to make repairs in a timely manner, at its own expense. The Village is not responsible for any damage to the Contractor's equipment or property serviced by the Contractor. The Contractor shall not recover from the Village of Wolverine Lake the cost for damaged equipment, broken mower blades, punctured tires, or any other damaged equipment, as a result of assignments, regardless of the condition of the property. The Contractor shall notify the Village within 24 hours of any property damage to the property, but in no event shall said notice be provided to the Village later than when the Contractor submits the date stamped photographs and invoice for the work performed at the property.

#### **D. TRAVEL TIME NOT REIMBURSED**

The Village of Wolverine Lake shall not pay for travel time to any disposal site, to any property mowed or to any property that has been mowed by the property owner between the time of issuance of the work order to the Contractor and the time of Contractor's arrival at the property.

#### **PAYMENTS**

Payments will be made upon submittal of separate invoices on a per lot/property basis. Invoices must be received by the Village of Wolverine Lake in a timely manner, for payment to be processed. Payments are made upon approval and may take up to 20 days to pay from the date the invoice is received.

#### **SELECTION PROCESS**

The Village of Wolverine Lake reserves the right to reject all proposals and the right to reject a proposal which is in any way incomplete or irregular. Contracts will be awarded to the best overall proposal as determined by the Wolverine Lake Village Administrator in conjunction with the Department of Public Works which best serves the interests of the Village of Wolverine Lake. In comparing the submittals to the RFP and making awards, the Village of Wolverine Lake may consider such factors as quality and thoroughness of a proposal, and past performance of the contractor. Selection will be based upon the best evaluation, capability and experience, in addition to that of the proposal price. The Village of Wolverine Lake reserves the right to award the contract to a contractor who is **not** the lowest cost; however, cost is an important factor in the selection of a contractor.

#### **SUBMITTAL REQUIREMENTS**

The deadline for RFP responses is **10:00 a.m. on June 7, 2019**.

Please mail three hard copy and one digital to:

Email: [admin@wolverinelake.com](mailto:admin@wolverinelake.com)  
Attn: Michael Smith, Village Administrator  
Village of Wolverine Lake  
425 Glengary  
Wolverine Lake, MI 48390

Please ensure "**RFP – Code Compliance Mowing**" is written on the envelope. Submittals not received on or before the specified deadline will not be accepted. The Village of Wolverine Lake reserves the right to request follow-up information or clarification from vendors in consideration. The Village reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which in the opinion of the Village, will best serve the interests of the Village. Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the Village for reimbursement will be accepted.

**CONTRACT NEGOTIATION AND EXECUTION**

It is the intent of the Village that after the successful vendor has been selected, the Village and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the Village shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the proposal submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet any proposal implementation schedule.

**INSURANCE REQUIREMENTS**

The award of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. It is in the Village’s sole discretion to determine the amount of insurance coverage required for the period of work under any contract awarded.

**WAIVER RELEASE**

The Village of Wolverine Lake retains the right to reject any and all submittals with or without cause. The Village of Wolverine Lake reserves the right to consider and rely upon factors other than pricing in its selection process. Any cost incurred by the vendor in preparing or submitting a request for proposal or interviewing for this project shall be the respondents’ sole responsibility. Any information contained in a request for proposal is considered public information once it is submitted.

I, the undersigned, understand and agree to all of the forgoing information.

Company: \_\_\_\_\_

Agent Name: \_\_\_\_\_

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