



REQUEST FOR BID

NUISANCE AND ROUGH CUT MOWING SERVICES

CITY OF ANKENY, IOWA

MARCH 9, 2018

You are invited to submit a bid for a 3-year mowing contract as requested by the City of Ankeny, Iowa. The City of Ankeny will be contracting for both nuisance and rough cut mowing services.

Name of Bid	Nuisance and Rough Cut Mowing Services
Deadline for Bid Submittal	Friday, March 23, 2018 before 5:00 p.m.
Bids Shall Be Submitted To	City of Ankeny Attn: Sandra McClure, Purchasing Coordinator 410 West First Street Ankeny, IA 50023-1557

INSTRUCTIONS TO BIDDERS

Method of Submittal	Mail Delivery, In Person Faxed or e-mailed bids are <u>not</u> acceptable.
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Contact Person, Title	John Cabeen, Code Enforcement Officer
E-mail Address	jcabeen@ankenyiowa.gov
Phone	Phone: 515.963.3546

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

TERMS OF THE CONTRACT

The initial term of the contract shall be for three (3) years, anticipated to be April 1, 2018 through March 31, 2021 with the option to extend the agreement for up to three (3) additional one-year time periods. The extension is not guaranteed and would be subject to continued satisfactory and consistent performance by the contractor – as determined solely by the City.

This Request for Bid along with a Letter of Agreement, prepared by the City, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. The City reserves the right to add or subtract acres during the contract period with no change in the contract base price.

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

In the performance of this contract, the contractor shall be deemed to be an independent contractor, and shall hold harmless, indemnify and defend the City from any and all liability claims, losses, or damage arising out of or alleged to arise from the contractor's negligence in the performance of its work.

Should work under the contract result in the necessity of replacing any fixed amenities or vegetation such as sod, shrubs, trees, flowers or other plant material due to the negligence of the contractor, the contractor shall be responsible for restoring or for incurring the cost of restoration or replacement of the damaged properties.

BILLING PROCEDURES

The contractor will bill the City for the actual area, in acres, that were mowed. The contractor shall specify on the invoice or bill the date the work was performed, site locations mowed, and contract cost.

Payments are authorized by the City Council on the first and third Mondays of the month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

Billing Address: City of Ankeny
Attn: Finance Department
410 West First Street
Ankeny, Iowa 50023-1557

DOCUMENTS TO BE SUBMITTED WITH THIS BID
1. Bid Submittal Form – page 4
3. Signature Page - page 5
4. Insurance Certificate (requirements listed on page 6)

OVERVIEW

The City of Ankeny is receiving bids for a 3-year mowing contract at specific sites which have been declared a nuisance under the following City of Ankeny, Iowa Municipal Code:

167.02 VEGETATION HEIGHT RESTRICTIONS

It shall be the duty of each owner or each person in the possession or control of any lands lying within the City to keep such land free from weeds, vines, brush or other vegetation when such growth constitutes a health, safety or fire hazard, even though such weeds, vines, brush or other vegetation do not fall within the definition of noxious weeds under the provisions of Chapter 317 of the *Code of Iowa*. No person shall allow or permit grass or weeds or other vegetation to grow upon his property to a height in excess of twelve (12) inches. All grass or weeds or other vegetation exceeding such height restrictions may be cut or eliminated by the City after giving five days written notice to the owner or occupant of such property. Such notice may be mailed, by ordinary mail, to the owner's last address, no less than five (5) days prior to the required action. A failure to receive such notice shall not be deemed to be a defense to any assessment certified under this section.

Each property owner within the City of Ankeny is responsible for the elimination of noxious weeds on their property. In the event that the owner fails to eliminate the noxious weeds, the City has the right to enter upon the land of the owner and remove the weeds. Besides noxious weeds, no property owner shall allow or permit grass, weeds, or other vegetation to grow upon his property to a height in excess of twelve (12) inches. All grasses and weeds in excess of such height may be cut or eliminated by the City after giving five (5) days written notice to the owner or occupant. Once the five day period has expired, the City's Code Enforcement Officer will notify the contractor. The contractor will have five (5) days to provide service from the time they were notified.

The contractor will also be available to rough mow approximately 133 acres of City of Ankeny property twice per year. No hay will be allowed to be baled without written approval from the City.

Along with mowing, incidental maintenance activities as part of this contract include grass trimming and litter collection of paper debris. Contractor will be responsible for notifying the Code Enforcement Officer when mowing has been completed.

SUBMITTAL FORM

PROPOSED PRICE:

	Year 1 Price	Year 2 Price	Year 3 Price
Nuisance Mowing As needed – billed at one acre minimum	\$ per acre	\$ per acre	\$ per acre
Rough Cut Mowing Approx. 133 acres, twice per year	\$ per acre	\$ per acre	\$ per acre

Provide a list of mowing equipment that is available for use (please use separate paper if space is not adequate):

List at *least* three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope (please use separate paper if space is not adequate):

CUSTOMER

ADDRESS

CONTACT/PHONE #

E-MAIL

ACRES MOWED/YEAR

CUSTOMER

ADDRESS

CONTACT/PHONE #

E-MAIL

ACRES MOWED/YEAR

CUSTOMER

ADDRESS

CONTACT/PHONE #

E-MAIL

ACRES MOWED/YEAR

SIGNATURE PAGE

The undersigned contractor, having examined and familiarized him/herself with the nature of the specifications and work to be provided, proposes to perform all work as it relates to the Nuisance and Rough Cut Mowing Services contract.

The undersigned contractor certifies that his proposal is made in good faith without collusion or connection with any other person or persons bidding on these specifications.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his/her proposal and the specifications prepared by the City of Ankeny that the provisions of the latter shall prevail.

Submitting Firm: _____

Address: _____

Authorized Representative (print): _____

Title: _____

Authorized Signature: _____

Date: _____

E-mail: _____

Phone # () _____

Fax # () _____

EXCEPTIONS/ DEVIATIONS to this Request for Bid shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

CITY'S RIGHT TO TERMINATE CONTRACT

The City may, without prejudice to any other right or remedy and after giving contractor seven (7) days' notice, may terminate without cause, the future performance of the contract.

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverages set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per accident per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, Umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured **without restrictions** on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the Contractor's liability policies with regard to (Nuisance and Rough Cut Mowing Services)"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be **occurrence form** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for overshipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes, Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.