

**c) Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications -
Abandoned Property Mowing**

Resolution #2018-04-067-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the sole bidder meeting specifications; *Xpert Lawn and Snow of Warren MI*, for an estimated total cost of \$8,693.45 per year at unit prices contained in the bid tabulation opened April 12, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract expiring December 31, 2022.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To
City of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084

Bill To
City of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084

No: 2018-90000023
Date: 05/07/2018

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 171231
XPRT LAWN AND SNOW, INC.
21083 MOUND RD.
WARREN, MI 48091

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
05/01/2018	12/31/2020	2 Times Annually	2018-04-067-J-4c	2018-90000023	See Below

MOWING - Abandoned Property

THREE (3) YEAR CONTRACT with the option to renew for TWO (2) additional years for an estimated total cost of \$8,963.45 per year at unit prices contained in the bid tabulation opened April 12, 2018.

THREE (3) YEAR Contract expires: 12/31/2020.

TWO (2) YEAR Renewal upon mutual agreement expires: 12/31/2022.

Unit Price (Cost per 1,000 Sq. Ft.) - \$4.75

Cost for Hourly Fee - \$39.00

Cost for Show-up Fee - \$20.00

City Council Award Date: 4/23/2018.

Resolution #2018-04-067-J-4c

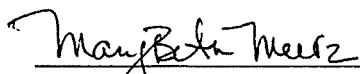
Note: Bid Deposit Check #1618503372 shall be retained as a performance surety until successful completion of all contract requirements. Bid Deposit # 2018-00032591.

CERTIFICATE OF INSURANCE and ENDORSEMENT shall be on file for duration of the contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


MaryBeth Murz
Purchasing Manager

Opening Date: 04/12/2018
Reviewed Date: 04/12/2018

CITY OF TROY
BID TABULATION
ABANDONED PROPERTY MOWING

ITB-COT 18-24
Page 1 of 1

VENDOR NAME: **Xpert Lawn and Snow**

Warren, MI

Check #: **1618503372**

PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

Description	2018	2019	2020
ITEM #1			
Unit Price (Cost per 1,000 Sq. Ft.)	\$4.75	\$4.75	\$4.75
Total Cost - Cost/1000 sq. ft. x Unit Price	\$8,693.45	\$8,693.45	\$8,693.45
ITEM #2			
Cost for Hourly Fee	\$39.00	\$39.00	\$39.00
ITEM #3			
Cost for Show-up Fee	\$20.00	\$20.00	\$20.00
SITE INSPECTION:	Y/N	N	
CONTACT INFORMATION:		Corey J. Bambrough	
Hrs of Operation		24 Hours	
Phone		248-721-0794	
REFERENCES:	Y/N	Y	
INSURANCE MET:	Y/N	Y	
ACKNOWLEDGEMENT:	Y/N	Y	
QUESTIONNAIRE:	Y/N	Y	
PAYMENT TERMS:		Net 30	
EXCEPTIONS:	Y/N	N	
FORMS:	Y/N	Y	

ATTEST:

Paul Evans

Ann Lempke

Kristine Kallek

MaryBeth Murz,
Purchasing Manager



21083 MOUND RD.

WARREN, MI 48091

248.721.0794

XPERTLAWNANDSNOW.COM WEB

XPERTLANDSCAPING@YAHOO.COM EMAIL

PROPOSAL FOR:

ITB-COT 18-24 ABANDONED PROPERTY MOWING

CITY OF TROY PURCHASING DEPARTMENT

500 W. BIG BEAVER RD.

TROY, MI 48084

WWW.XPERTLAWNANDSNOW.COM



**CITY OF TROY
BID PROPOSAL**

ITB-COT 18-24
Page 1 of 7

The undersigned proposes to **FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**, in accordance with the attached specifications. All items including the specifications, insurance certificate(s) and bid proposal are to be considered an integral part hereof, at the following prices:

COMPANY NAME: XPERT LAWN AND SNOW, INC.

FURNISH MOWING SERVICES FOR ABANDONED PROPERTY AT VARIOUS LOCATIONS: City estimates that approximately 1,830,200 square feet of mowing will occur annually. This estimate is based on 2017 properties serviced under the Abandoned Property Mowing Contract and is subject to change.

ITEM #1

YEAR	UNIT PRICE (Cost per 1,000 Sq.Ft.)	TOTAL COST (1,830,200 Sq. Ft./1000 x Unit Price)
2018	\$4.75	\$8,693.45
2019	\$4.75	\$8,693.45
2020	\$4.75	\$8,693.45

ITEM #2

YEAR	COST FOR HOURLY FEE Program Specifications C #9
2018	\$39.00
2019	\$39.00
2020	\$39.00

ITEM #3

YEAR	COST FOR SHOW-UP FEE Program Specifications C #10
2018	\$20.00
2019	\$20.00

*2020 \$20.00
called 4/12
to confirm*

NOTE: Firms responding to the bid must comply with the specifications set forth herein without deviation. Make sure that you have read, understand and have the ability to comply with the specifications for the quoted in the bid proposal.

UNIT PRICES:

Unit prices shall prevail. The City of Troy Purchasing Department will correct all mathematical errors.

SQUARE FOOTAGE:

The City of Troy reserves the right to add or delete square footage and sites.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are good faith estimates of the amount of work required. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period if additional areas are required. The quantities stated will be used for award purposes only. The quantity of mowing areas used will be in accordance with the specifications and meet all parameters of the specifications.

INFORMATION:

For additional general information or questions about the specifications, please contact **Enna A. Bachelor, Buyer** at (248) 680-7291 or at enna.bachelor@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

DESIGNATED CITY REPRESENTATIVE:

Paul Evans, Zoning Compliance Specialist is the designated City representative for this project.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

CONTACT INFORMATION:

Hours of operation: 24 HOURS E-mail Address XPERTLANDSCAPING@YAHOO.COM

24 Hr. Contact Phone No. 248-721-0794 Contact Name COREY J. BAMBROUGH

AWARD:

The evaluation and award of this bid shall be based upon a combination of factors including, but not limited to: cost, references, professional competence, equipment and equipment inspection, the correlation of the bid proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: XPERT LAWN AND SNOW, INC.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Agreement, Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment forms and the Certification regarding "Iran-Linked Business" and return with your bid proposal. Sole Proprietors must include the Worker's compensation Release Form as well.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the Act is attached for reference (2 pages)].

SUBCONTRACTORS:

The City will not allow subcontracting of mowing services.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is on file; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years. Please include the City of Troy as a reference, if the work was similar in nature to this project.

COMPANY:	SEE ATTACHED	
ADDRESS:		
PHONE:		CONTACT:
EMAIL:		
COMPANY:		
ADDRESS:		
PHONE:		CONTACT:
EMAIL:		
COMPANY:		
ADDRESS:		
PHONE:		CONTACT:
EMAIL:		

COMPANY NAME: XPERT LAWN AND SNOW, INC.



REFERENCES

CITY OF FERNDALE

300 E. 9 Mile Rd
Ferndale, MI 48220
Victor Smith— City Code
248.546.2525

CITY OF BERKLEY

2400 Robina Ave.
Berkley, MI 48072
Theresa K. McArleton— Director
248.658.3470

CITY OF AUBURN HILLS

1827 N. Squirrel Road
Auburn Hills, MI 48326
Karen S. Adcock— Director
248.370.9353

WAYNE COUNTY LAND BANK

500 Griswold, 28th Floor
Detroit, MI 48226
Cheryl V. Jordan— Executive Director
313.967.6303

(CONTINUED)

CITY OF NORTHVILLE

215 W. Main Street
Northville, MI 48167
James P. Gallogly— Director
248.349.1300

MDOT

1500 E. Ferry
Detroit, MI 48211
Charles Mackey— Detroit Manager
313.874.2140

LANDARC INC.

2391 Pontiac Rd.
Auburn Hills, MI 48326
Karen Erick— Board for Directors
248.292.0989

KC PROPERTY SERVICE

26711 Woodward Ave. Suite 310
Huntington Woods, MI 48070
Bernadette Darns-Jackson— Property Manager
248.586.9700

THE HIGHLANDER GROUP, INC.

3080 Orchard Lake Road, Suite J
Keego Harbor, MI 48320
Sandra Hightower— Association Manager
248.681.7883

CONTRACT TERMINATION:

The City of Troy reserves the right to terminate the contract at any time when it is deemed to be in the City of Troy's best interest and made in "good faith". Thirty days written notice will be given by the City except under circumstances that violate the terms of the contract or any other federal, state or local laws. Under this situation, the bid surety of the awarded bidder will be forfeited and retained by the City of Troy as damages for breach of contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

BIDDER'S GENERAL QUESTIONNAIRE:

All bidders will complete the attached vendor questionnaire and submit it with the bid proposal.

INSURANCE REQUIREMENTS:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

☐ Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. 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, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: XPART LAWN AND SNOW, INC.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested. If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: XPERT LAWN AND SNOW, INC.

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, to commence on the date of award and continue for three (3) years expiring on December 31, 2020, with an option to renew for up to two (2) additional years based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 81-4879560

COMPANY XPERT LAWN AND SNOW, INC.

ADDRESS 21083 MOUND RD. CITY WARREN STATE MI ZIP 48091

TELEPHONE NUMBER (248) 721-0794 FAX NUMBER ()

REPRESENTATIVE NAME: COREY J. BAMBROUGH

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) 

PAYMENT TERMS: NET 30 EMAIL: XPERTLANDSCAPING@YAHOO.COM

CHECK NUMBER: _____

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.

NONE

ACKNOWLEDGEMENT:

I, COREY J. BAMBROUGH, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEETS, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of relevant MSDS at the time of bid submission.

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS: All prices quoted are to be in U.S. currency.



**CITY OF TROY
VENDOR QUESTIONNAIRE**

Please provide the following information and submit with your bid proposal:

DATE: 04-09-18
Month/Date/Year

COMPANY NAME: XPERT LAWN AND SNOW

ESTABLISHED: APRIL, 19 or 20 02 STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation**
- d. Joint Venture
- e. Other _____

If applicable:

FORMER COMPANY NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

Please provide the following information and submit with your bid proposal:

1. Number of years experience doing this type of work 16.
2. List all mowing equipment owned by your firm to be used for this proposal; include make, model number, year and mowing widths.

SEE ATTACHED



2437 WOLCOTT ST
FERNDAL, MI 48220

248.721.0794

XPERTLAWNANDSNOW.COM WEB
XPERTLANDSCAPING@YAHOO.COM EMAIL

List of Equipment:

**26 – TRUCKS (Equipped with salt dispenser and plows during winter season)
(All trucks are owned with no payment due)**

**01-2013 FORD F150
02-2010 FORD F150
03-2008 FORD F250
04-2006 FORD F250
05-2006 FORD F250
06-2005 FORD F250 – DUMP TRUCK
07-2001 FORD F350
08-2006 FORD F250
09-2006 FORD F250
10-2001 GMC - BOX TRUCK WITH RAMP
11-1998 CHEVY 1500
12-2010 CHEVY 1500
13-2012 FORD F350 – DUMP TRUCK
14-2010 FORD F250
15-2003 CHEVY S-10**

- 16 2000 FORD F-350 SD**
- 17 2002 FORD F-350 SD**
- 18 2002 DODGE DAKOTA**
- 19 1999 FORD F-150**
- 20 1999 FORD F-350 SD**
- 21 2007 FORD F-250**
- 22 2003 FORD F-150**
- 23 2005 DODGE DAKOTA**
- 24 2006 FORD F-250**
- 25 2002 F-350**

LIST OF EQUIPMENT(continued)

3- Duel Axel Star Line Trailers

10- Enclosed Star Line Trailers

4- 60 Inch Farris Riding Lawn Mowers

4- 48 Inch Farris Riding Lawn Mowers

4- 52 Inch Farris Riding Lawn Mowers

1- 72 Inch Exmark Riding Lawn Mower

10- 22 Inch Toro Walk Behind Lawn Mowers

50 – Dry Spreaders

20 – Liquid Spreaders

24- Red Max Grass Trimmers

12-Red Max Grass Edgers

8- Hedgers

24- Red Max Leaf Blowers

1- Suzuki Four Wheeler (equipped with salt dispenser)

25- Boss Snow Plows

50- Toro 22' Snow Blowers

50- Larco Walk Behind Salt Dispensers

1- Front End Loader, Case 621B

1- Bobcat 873 Skid Steer Loader

200- Snow Shovels

22- Rakes

18- Shovels

10 - Shears

8- Wheel Barrels

3. UNIFORMS:

Please describe your company issued uniforms:

CREW MEMBERS WEAR YELLOW SAFETY VESTS

CREW FOREMAN WEAR ORANGE VESTS

4. Project Manager: Project manager to be assigned to the City's account.

Name: NICK SOLOMON

Title: VICE PRESIDENT

Cellular Phone..... # 248-930-3801

Office Phone..... #

Fax..... #

Email..... # XPERTLANDSCAPING@HOTMAIL.COM

CREDENTIALS: (Please List)

16 YEARS EXPERIENCE

5. List all contract commitments your firm has been engaged to perform for 2016. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE
CITY OF AUBURN HILLS	LAWN MOWING	\$25,000.00
WAYNE COUNTY	LAWN MOWING AND SNOW PLOWING	\$200,000.00
CITY OF NORTHVILLE	LAWN MOWING	\$60,000.00
CITY OF FERNDALE	LAWN MOWING	\$20,000.00

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:



XPERT LAWN AND SNOW, INC.

21083 MOUND RD.

WARREN, MI 48091

248-721-0794

COREY J. BAMBROUGH

APRIL 9, 2018 ^(print)



Agreement

I, XPERT LAWN AND SNOW, INC., will indemnify the City of Troy, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission, or negligent act of mine or any person employed by me.

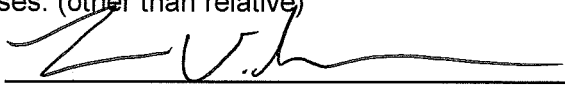
Signed: 

Print: COREY J. BAMBROUGH


Address: 21083 MOUND RD.

WARREN, MI 48091

Witnesses: (other than relative)

1. 
Signed

NICK SOLOMON
Print

2. 
Signed

DAN SERMO
Print



CITY OF TROY


SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, XPERT LAWN AND SNOW, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (ABANDONED PROPERTY MOWING).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

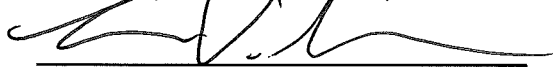
In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

 APRIL 9, 2018
Signature Date

COREY J. BAMBROUGH
Print

Witness (other than relative)

 April 9, 2018
Signature Date

NICK SOLOMON
Print



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

XPERT LAWN AND SNOW, INC.

A **corporation** duly organized and doing business under the laws of the State of _____
MICHIGAN for whom COREY J. BAMBROUGH, bearing the office title of _____
PRESIDENT, whose signature is affixed to this proposal, is duly authorized to execute
contracts.

~~A **partnership**, all members of which, with addresses, is:~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT


TO WHOM IT MAY CONCERN:

COREY J. BAMBROUGH, being duly sworn deposed, says that he/she
(Print Full Name)

is PRESIDENT. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

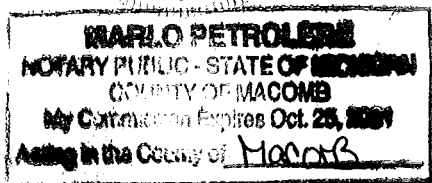

SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 10th day of April, 2018 in and for Macomb County.

My commission expires:

10-25-2021





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ I am able to certify to the above statements.

XPERT LAWN AND SNOW, INC.

Name of Agency/Company/Firm (Please Print)

COREY J. BAMBROUGH / PRESIDENT

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date **APRIL 9, 2018**

☐ I am unable to certify to the above statements. Attached is my explanation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doeren Mayhew Insurance Group 305 West Big Beaver Rd. Suite 102 Troy MI 48084		CONTACT NAME: Holly Tabbert PHONE (A/C, No, Ext): (248) 290-0650 FAX (A/C, No): (248) 290-0654 E-MAIL ADDRESS:	
INSURED XPERT LAWN CARE COREY BAMBROUGH DBA 2437 WOLCOTT ST FERNDALE MI 48220-1446		INSURER(S) AFFORDING COVERAGE INSURER A: Hamilton Mutual Insurance Co NAIC # 14125 INSURER B: EMC Insurance Company 21415 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL17101104043

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5D20966	10/30/2017	10/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5E20966	10/30/2017	10/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Waiver of Subrogation \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		5J20966	10/30/2017	10/30/2018
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5H20966	10/30/2017	10/30/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Kunz/DLR

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COREY JAMES BAMBROUGH	
	2 Business name/disregarded entity name, if different from above XPERT LAWN AND SNOW INC.	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 21083 MOUND RD.	Requester's name and address (optional)
	6 City, state, and ZIP code WARREN, MI 48091	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
8	1	-	4	8	7	9	5	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► **JANUARY 1, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 19, 2018

To: Mark F. Miller, Acting City Manager

From: MaryBeth Murz, Purchasing Manager
Paul Evans, Zoning and Compliance Specialist

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications –
Abandoned Property Mowing

History

- City Code Chapter 82 requires that persons controlling property and the adjacent right of way maintain grass and weeds no higher than 8 inches. Troy Code Enforcement is responsible for identifying, enforcing, and eliminating the presence of tall grass and weeds on private property and adjacent rights of ways within the City.
- If tall grass and weeds remain after the City notifies the property owner of a violation, the Code allows the City or its agent to eliminate tall grass and weeds at the property owner's expense.
- Property owners are invoiced for contractor charges, Inspector labor and vehicle charges, and costs to create and process invoices. Unpaid costs are charged to the property.
- Properties cut typically include vacant lots, those with unoccupied buildings, and rights of ways between property and roads.
- In 2017, the City contractor performed 116 cuts on 76 properties.
- The 2017 median area per cut is estimated at 15,775 square feet. Under the proposed contract, the City would pay \$74.81 for cutting property this size.
- The previous contract for Abandoned Mowing was terminated by the City due to contractor invoicing issues.

Purchasing

- On April 12, 2018; a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from firms interested in providing Abandoned Property Mowing Services for the City of Troy.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 595 vendors were notified via the MITN website.
- One (1) bid response was received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	595
Troy Companies notified via MITN	13
Troy Companies notified - Active email Notification	6
Troy Companies - Active Free	7
Companies that viewed the bid	19
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

3 year w/ option to renew for 2
12.31.2022.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Bids were reviewed in conjunction with the Planning Department and the Bid tabulation is attached.
- Xpert Lawn and Snow was the sole bidder and meets all bid specifications.

Financial

Funds for the Abandoned Mowing Program are available in the Building Inspection budget.

Recommendation

City management recommends awarding a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications; *Xpert Lawn and Snow of Warren MI*, for an estimated total cost of \$8,693.45 per year at unit prices contained in the bid tabulation opened April 12, 2018, contract expiring December 31, 2022.

Opening Date: 04/12/2018
Reviewed Date: 04/12/2018

CITY OF TROY
BID TABULATION
ABANDONED PROPERTY MOWING

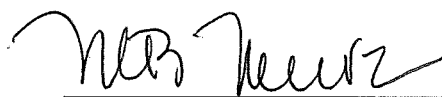
ITB-COT 18-24
Page 1 of 1

VENDOR NAME: Xpert Lawn and Snow
Warren, MI
Check #: 1618503372

PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

Description	2018	2019	2020
ITEM #1			
Unit Price (Cost per 1,000 Sq. Ft.)	\$4.75	\$4.75	\$4.75
Total Cost - Cost/1000 sq. ft. x Unit Price	\$8,693.45	\$8,693.45	\$8,693.45
ITEM #2			
Cost for Hourly Fee	\$39.00	\$39.00	\$39.00
ITEM #3			
Cost for Show-up Fee	\$20.00	\$20.00	\$20.00
SITE INSPECTION:	Y/N	N	
CONTACT INFORMATION:		Corey J. Bambrough	
Hrs of Operation		24 Hours	
Phone		248-721-0794	
REFERENCES:	Y/N	Y	
INSURANCE MET:	Y/N	Y	
ACKNOWLEDGEMENT:	Y/N	Y	
QUESTIONNAIRE:	Y/N	Y	
PAYMENT TERMS:		Net 30	
EXCEPTIONS:	Y/N	N	
FORMS:	Y/N	Y	

ATTEST:
Paul Evans
Ann Lempke
Kristine Kallek



MaryBeth Murz,
Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Award to Sole Bidder meeting Specifications –
Abandoned Property Mowing**

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the sole bidder meeting specifications; *Xpert Lawn and Snow of Warren MI*, for an estimated total cost of \$8,693.45 per year at unit prices contained in the bid tabulation opened April 12, 2018, a copy of which shall be **ATTACHED**; contract expiring December 31, 2022.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.