

Charter Township of Canton



Request for Proposal (RFP)

for

MOWING & LAWN CARE MAINTENANCE

Contact: Abe Vinitiski

Phone: 734 394-5312

E-mail: abraham.vinitiski@canton-mi.org

Date Issued: 1/19/2017

Due Date & Time: 3:00 p.m., Thursday, February 2, 2017

The deadline established for the receipt of your sealed proposal is **2/2/2017** at 3:00 p.m. The proposal is to be submitted to the Clerk's Office, 1150 S. Canton Center Road, Canton, Michigan 48188. Address the proposal to:

Canton - Clerk's Office
MOWING & LAWN CARE MAINTENANCE
DUE 2/2/2017 at 3:00 P.M.
1150 Canton Center S
Canton MI 48188

GENERAL REQUIREMENTS & INSTRUCTIONS

- 1. SUBMISSION OF OFFERS:** All offers should be submitted in a sealed envelope or package. The invitation title, opening date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Clerk's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Clerk's Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by Canton. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. Proposal must include all costs. **All offers must include the original and at least two (2) copies.**
- 2. EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.
- 3. EXECUTION OF ACCEPTANCE:** Canton Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offerer is not to assume that the Canton Board of Trustees resolution approving the bid or proposal is a binding contract.
- 4. OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.
- 5. INTEGRITY:** Canton Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- 6. TABULATION:** Bid results will be posted on the Township's website at www.canton-mi.org Please click on Doing Business, Bids & Proposals and then click on Bid Results.
- 7. BOARD AWARDS:** As the best interest of Canton may require, Canton reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards made as a result of this invitation shall conform to applicable ordinances and policies of Canton Township. Bid awards will be posted on the Township's website at www.canton-mi.org.

8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by Canton to meet fully the salient characteristic requirements listed in the specifications.
9. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Canton Township, all packing, handling, shipping charges and delivery to any point(s) within Canton to a secure area or inside delivery.
10. **PAYMENT TERMS:** Canton Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.
11. **INCURRED EXPENSE:** This invitation does not commit Canton to make an award nor shall Canton be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the township website, on the Purchasing Division page under Requests for Bids, Proposals and Qualifications. It is the bidder’s responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.
13. **CLARIFICATION/CORRECTION OF ENTRY:** Canton reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
14. **INSURANCE:** The successful bidder is required to furnish evidence of the following insurance requirements in accordance with Canton’s Risk Management Policy O:02. Work may not commence until the Certificates of Insurance have been received. The coverage requirements are as follows:

Workers’ Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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.

Motor Vehicle Liability: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault

Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating that the following shall be ***Additional Insured:*** The Charter Township of Canton, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Brad Sharp, 1150 Canton Center S., Canton MI, 48188.

Indemnification: To the fullest extent permitted by law, the (name of contractor) agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Canton, its elected and appointed officials, employees and volunteers, and others working on behalf of the Charter Township of Canton 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 by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

15. PUBLIC ACT 517 OF 2012: In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An “Iran linked business” includes the following:

- (1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and
- (2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, “person” includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.

Canton Township
Request for Proposal

For

Mowing and Lawn Care Maintenance

1.0 INTRODUCTION

Canton Township contracts the mowing for multiple sites identified as follows:

Administration Building Complex:	1150 S. Canton Center
• Township Offices	
• Public Safety Headquarters	
• Historical Museum	
• Fire Station No.1	
• Fleet Maintenance	
• Civic Center Boulevard	
Western Wayne and E. Yard Area	44582 Geddes
Warren Wetland Property	N.W. Corner Warren and Sheldon
Fire Station No. 2	41500 Warren
Fire Station No. 3	520 Denton
Gun Range	5646 S. Lilley
Historic Cemeteries:	
• Sheldon	E. Side Sheldon N. of Geddes
• Kenyon	S.E. Corner Ridge and Gyde
• Downer	S.E. Corner Michigan and Haggerty
Public Works Facility	4847 S. Sheldon
Sheldon School	44649 Michigan Ave.
Welcome to Canton Sign Sites	5 Locations
Meter Pit Sites	4 Locations
Road Right-of -Way Areas:	
• Morton Taylor Road	E. and W. sides Ford to Warren
• Cherry Hill and Lilley	N.E. Corner
• Palmer and Hannan	S.W. Corner
• Sheldon Connector	E.W. Sides
• Canton Center Parcel	Behind Party Store

The mowing is to be performed in accordance with the scope of work described below.

The Township also contracts lawn care services for designated areas from time to time in accordance with the scope of work designated below.

2.0 SCOPE OF WORK

2.1 Project Overview

- a. The Township is seeking the services of qualified Contractor(s) to provide the following:
 1. Lawn mowing at areas designated above.
 2. Lawn Care Maintenance at designated areas as negotiated.

The Township will evaluate each service separately but reserves the right to use one contractor to perform all or multiple services, if it is deemed in the best interest of the Township. The Township also reserves the right to negotiate a contract for services at only a portion of the service identified in this document if it is deemed in the best interest of the Township.

- b. The intent of the RFP is to award contract(s) for service to the successful respondents.
- c. As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated into the Work including, but not limited to, materials, equipment, labor including subcontractor, transportation, construction equipment and machinery, tools, and other facilities and incidentals.
- d. The Contractor shall perform and complete assigned work including all supervision, administration services, coordination of all Subcontractors, tests, inspections, and other items that are necessary to and appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for completion of the provision of the Work.
- e. Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.
- f. Contractor shall employ only persons duly licensed by the State of Michigan to perform the Work required under this Contract for which applicable Michigan Law requires a license.

- g. The Township provides no guarantee of work. Award of a contract does not prevent the Township from obtaining the services of another Contractor for any other project if the Township so desires and/or is in the public interest to do so.

2.2 General Scope

- a. The general scope of work for mowing will include a minimum of 30 cuts per season, as follows:

Lawn Cutting and Trimming

- Mowing/trimming all lawn areas at a minimum height of 2-1/2" on a weekly basis as needed.
- Edging shall include along all sidewalks, curbs and drives on a monthly basis.
- Trimming around all trees, rocks, beds and buildings on a weekly basis.
- Remove all clippings from asphalt and concrete after each cutting.

- b. The general scope of work for lawn care will be negotiated prior to each project but may include:

Spring Cleanup

- Removal of all leaves, debris from plant beds and lawn common areas.
- Re-mulching of landscape beds and around trees noted in the common areas. Mulch will be approximately 1"-2" in depth and spread evenly from base of tree trunk approximately 2'6".
- Removal of grass and debris from all plant beds. Weeds/grass shall also be removed from concrete to asphalt interfaces along common areas and courts.
- Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the supplier at the supplier's expense.

Shrub and Tree Trimming

- Trim and shape all shrubs in the common areas only, trimming all tress up to 8' in height.
- Trimming all dead foliage, or limbs that will alter the primary shape of the tree.
- Shrub trimming should not be done during excessively hot weather or during a drought.

Fall Cleanup

- This service consists of a one-time cleanup of all leaves from beds, under shrubs, lawn areas, removal of annuals and trimming down all flowering perennials.

2.3 Experience Requirements:

Organizations submitting their RFP shall regularly provide mowing and lawn care services to organizations, municipalities and other facility Owners and to the construction community. Firms shall have a history of providing mowing and lawn care services for no less than 5 years

The submitted RFP must address the following:

- a. Your knowledge and understanding of the service.
- b. Proposed service staff including managers. This should include resumes showing qualifications, registrations, capabilities including years of experience with similar representative services.
- c. Proposed subconsultants (if any) and qualifications.
- d. List representative projects demonstrating experience with similar types of services. List the number of years your firm has provided lawn maintenance services.
- e. Qualifications demonstrating the ability to provide excellent mowing and lawn care.
- f. List and describe types of mowing and lawn care projects performed by your company.
- g. References for similar projects, including contact names, e-mail addresses and phone numbers.
- h. Within the last 5 years has your company had any claims or lawsuits made against it relating to mowing and lawn care? If so, please provide a brief description of the claim and current status.
- i. Submit a copy of Firm's Fee Schedule, however, inclusion of a fee is not required. Project fees will be negotiated with the select contractor as the scope of work is defined.

2.4 Insurance Requirements

- a. Finalists will be required to show proof of insurance. Errors and Omissions Professional Liabilities Insurance will be required. Insurance in the form of General Liability, and Workman's Compensation and Employer's Liability will be required.

3.0 SUBMITTALS

3.1 Format

- a. All proposals should include the following:
 - i. Transmittal Letter: Include a brief introduction to your firm and your interest in this contract; give main contract name, phone number, fax number and email address, if available.
 - ii. Proposal: Include complete details of extent of service offered, frequency of service, and extent of service coverage and maintenance turn around time. Please list all equipment covered as well as any not covered.
 - iii. Pricing: Include a detailed price list by labor rates, material costs, management fees, per acre cost, per square foot costs and any relevant cost items. Also, any suggested options, or improvements that may save the Township money in short or long term. Pricing should reflect a typical cost for recommended services.
 - iv. References: List at least three firms that you are currently providing this service.

4.0 EVALUATION CRITERIA

All proposals shall be evaluated by a committee comprised of appropriate Canton Township personnel using a standard evaluation scoring as follows:

Criteria	Maximum Score
Contractor's proposed fee schedules.	20
Contractor's proposed means and methods to perform work.	20
Contractor's proven work experience and history.	20
Contractor's references (minimum of 3).	20
Quality of contractor's proposal	<u>20</u>
Total maximum score:	100

5.0 QUESTIONS

Should you have any questions regarding the material contained in the RFP, please contact Abe Vinitzki at 734-394-5312 or abraham.vinitzki@canton-mi.org. Amendments will be issued for clarification on the Township website should the Township deem it necessary to do so.

CHARTER TOWNSHIP OF CANTON
MOWING & LAWN CARE MAINTENANCE

(This form must be completed and included with the Bid)

Company Name _____

Company Address _____

Employer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-Mail Address _____

Signature _____

REFERENCES: List 3 clients who have had work meeting (or similar to) the
Specifications:

	<u>COMPANY</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>PHONE</u>
1)	_____			
2)	_____			
3)	_____			

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

**I/we hereby certify under penalty of law that we are not an Iran linked business as
defined in PA 517 of 2012.**

Signature of Authorized Company Representative: _____

Company _____

Address: _____

Date: _____

Representative's Name _____

(Please Print)