

BATTLE CREEK UNLIMITED
REQUEST FOR PROPOSALS
FOR
LAWN CARE MAINTENANCE AND SNOW PLOWING AT CUSTOMS
CARGO CENTER AND VARIOUS OTHER PORTIONS IN FORT
CUSTER INDUSTRIAL PARK

SECTION 1.0

GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 ISSUING OFFICE

This RFP is issued for Battle Creek Unlimited which shall be referred to as the "Issuing Office."

1.2 PURPOSE

This RFP provides prospective respondents with essential information to enable them to prepare and submit proposals for consideration by Battle Creek Unlimited, to provide lawn care maintenance, landscaping, and snow plowing for the Customs Cargo Center and various other portions of Fort Custer Industrial Park.

1.3 PROPOSALS

All proposals received by Battle Creek Unlimited in response to this RFP will be retained. To be considered the contractors:

- A. Must submit a complete response to this RFP.
- B. Must submit two (2) copies of each proposal directed to: Bid Proposals, Battle Creek Unlimited, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan 49037.

1.4 REJECTION OF PROPOSALS

The Issuing Office reserves the right to reject any and all proposals received as a result of this RFP.

1.5 PRE-PROPOSAL ASSISTANCE AND PREPROPOSAL MEETING

All questions relative to the development of this proposal are to be directed to the Facilities Coordinator, Matt Preston, in writing, via Battle Creek Unlimited, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan, 49037 or preston@bcunlimited.org. A pre-proposal conference will be held on **Sept 9, 2019** at Battle Creek Unlimited, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan, 49037 at **2:00 p.m.** All firms interested in submitting a proposal are encouraged to attend this meeting.

An (optional) tour of the sites can be arranged following the pre-proposal conference if needed. Responses to any questions subsequent to the pre-proposal meeting will be issued to all attendees at the pre-proposal meeting.

1.6 SPECIAL INFORMATION

A. Addenda to the RFP.

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received the basic RFP.

B. Response Date

Proposals must arrive at Battle Creek Unlimited, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan, 49037, on or before **Sept 19, 2019 by 5:00 p.m (est)**. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal.

C. Oral Presentation

Firms who submit a proposal may be required to make an oral presentation of their proposal. The Issuing Office will schedule these presentations, if required.

D. Incurring Costs

Battle Creek Unlimited is not liable for any costs incurred by firms prior to issuance of a contract.

E. News Releases

News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

F. Acceptance of Proposal Content

The contents of the proposal of the successful firm may become contractual obligation if a contract ensues. Failure of the successful bidder to accept these obligations could result in cancellation of the selection.

G. Type of Contract

This contract will grant exclusive rights to the selected contractor for lawn maintenance care, landscaping, and/or snow removal, with such rights dependent upon the proposal(s) selected.

H. Contract Award

Battle Creek Unlimited reserves the right to award the contract for lawn care maintenance, landscaping, and snow plowing separately or as a whole.

- I. Contract Term
The term of the contract will be for **three** years, beginning **November 1, 2019**, with two (2) one (1) year optional extensions thereafter.
- J. Contract Payment Schedule
Any contract entered into as a result of this RFP will be made within thirty (30) days upon receipt of the firm's billing statement reflecting services which were provided the previous month.
- K. Contract Termination
The contract may be terminated by written notice to the other party. In the event of termination, payment will be made only for time charges and expenses incurred through the date of termination.
- L. Independent Price Determination
1. By submission of a proposal, the offeror certifies that in connection with this proposal:
- a. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
 - b. Unless otherwise required by law, the fees which have been quotes in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or to any competitor; and,
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that:
- a. He is the person in the offeror's organization legally responsible within that organization for the decision as to the prices being offered in the proposal and that he has not participated, and will not participate, in any section contrary to (a), (b) and (c) above; or,
 - b. He is not the person in the offeror's organization responsible for the decision as to the prices being offered in the proposal

but that he has been authorized in writing to act as agent for the persons legally responsible for such decision by certifying that such persons have not participated, and will not participate, in any action contrary to (a), (b) and (c) above, and as their agent does hereby so certify; and that he has not participated, and will not participate, in any action contrary to (a), (b) and (c) above.

- c. A proposal will not be considered for award if the proposal has been altered so as to delete or modify (a), (b) or (c) above. If (b) has been modified or deleted, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

M. Civil Rights

The underwriting firm selected must comply with all local, state and federal civil rights and equal opportunity laws. Firms with a proven history of equal opportunity employment will be given additional advantage.

SECTION 2.0

SCOPE OF WORK

2.1 INTRODUCTION

Battle Creek Unlimited is seeking a qualified, established, professional, lawn care maintenance, landscaping, and snow plowing firm for the Customs Cargo Center and various other sites in Fort Custer Industrial Park.

Lawn care maintenance services are normally performed on a 5-day per week basis during daylight hours. Snow removal is normally performed as needed, in a timely manner to ensure the safety of vehicular personnel, passage of Customs Cargo Center guests and visitors.

2.2 PROJECT DESCRIPTION

The successful firm shall be required to perform work as specified herein.

- A. Provide all labor, materials and supplies to perform lawn care maintenance, landscaping, and snow plowing for the Customs Cargo Center and various sites in Fort Custer Industrial Park.
- B. General lawn care maintenance and snow removal specifications: see pages 10 - 12.
- C. All employees shall be appropriately dressed and shall exercise courteous treatment to the public and/or employees.
- D. Contractor is to employ sufficient personnel for work to ensure prompt and efficient operation of the service.
- E. Contractor and owner to schedule periodic meetings to discuss aspects of this contract and to be advised in writing of scheduled events which may be conducted by owner.
- F. Contractor will be permitted to spray herbicides when feasible along railroad tracks and their easements, paved areas, hydrants or any other place permitted to control vegetation which otherwise would become unsightly.

- G. Contractor is to have crew identifiable when performing operations under this contract as well as equipment.

2.3 PAYMENT

The firm shall be paid on a monthly basis. Battle Creek Unlimited has the option of deducting costs from the monthly bill to cover miscellaneous costs incurred by Battle Creek Unlimited determined to be the fault of the contractor. The contractor will be notified before any deduction is taken.

2.4 EQUIPMENT

The selected firm shall provide and maintain all equipment in good working order used for lawn care, landscaping, and snow plowing requested by this RFP.

A list of equipment to be used may be required by Battle Creek Unlimited from firms selected for further interview.

2.5 PRICE

To be submitted in a separate sealed envelope and marked "Bid Proposal".

2.6 INSURANCE

The selected firm will represent that it now carries and will continue during the term of this agreement to carry Workers' Compensation as required by statute, Comprehensive General and Contractual Liability and Automobile Liability Insurance in the gross amount, including any umbrella policies of not less than \$1,000,000. The comprehensive general liability policy shall list Battle Creek Unlimited as an additional insured to protect its interests.

The selected firm shall provide Battle Creek Unlimited certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give Battle Creek Unlimited (30) days prior written notice of any cancellation of or material changes in such policies.

Certificates of insurance will be required from the firm which is awarded this contract prior to the issuance of a "Notices to Proceed". Certificates will not be required to be filed by subcontractors under this project; however, this responsibility will be considered that of the primary contractor.

2.7 INDEMNIFICATION

The vendor/contractor/lessee shall indemnify, defend, and save Battle Creek Unlimited and its subsidiaries harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the contractor or any or its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under

this agreement/contract/lease. Each party to this agreement/contract/lease agree that any bond or insurance protection required by this agreement/contract/lease or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against Battle Creek Unlimited or its subsidiaries by reason of any such claim, suit, action or demand, upon prompt notice from Battle Creek Unlimited, vendor/contractor/lessee covenants to defend such action or proceeding by counsel that is reasonably satisfactory to Battle Creek Unlimited.

2.8 ACCIDENT PREVENTION

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as Battle Creek Unlimited may determine to be reasonably necessary.

SECTION 3.0

LAWN CARE MAINTENANCE AND SNOW REMOVAL IN FORT CUSTER INDUSTRIAL PARK

3.1 STATEMENT OF REQUIREMENTS

State in detail your understanding of the requirements presented by this RFP.

3.2 WORK PLAN

Describe in narrative form an outline of the proposed services to be provided for this work. Include the approximate number of hours weekly, and number of people assigned to the project.

3.3 MANPOWER

Include names of personnel, their qualifications and years and type of experience who will be assigned to project. Battle Creek Unlimited reserves the right to ask the contractor to remove any personnel Battle Creek Unlimited feels may be detrimental to the operation of Battle Creek Unlimited and the Fort Custer Industrial park.

3.4 ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent.

3.5 REFERENCES

Include in the RFP only references for like projects.

SECTION 4.0

CRITERIA FOR SELECTION

All proposals received will be evaluated by Battle Creek Unlimited for the purpose of selecting a firm with whom a contract will be signed. The following factors will be considered in making the selection.

- A. Qualifications of firm
- B. Proposed services
- C. References
- D. Personnel assigned to this project

GENERAL SPECIFICATIONS FOR LAWN CARE AND LANDSCAPE MAINTENANCE AT CARGO CENTER

Type I Mowing Areas

The following requirements are for Type I mowing areas:

Includes all lawns and turf areas which will be mowed approximately one (1) time per week throughout the active growing season.

These areas also would receive three (3) applications of fertilizer through the season as follows:

Spring	crabgrass pre-emergence
Summer	weed and feed
Fall	fertilizer only

Mowing will be routine, and will be mowed to a consistent 3" height. Mowing operations are to include trimming and edging as needed to maintain a well-groomed appearance. Grass clippings are to be removed from all walks and drives. Contractor is to remove all litter prior to commencement of mowing operations.

Areas to be mowed as Type I are as follows

1. Customs Cargo Center – mow, trim trees and bushes, weed and clean up wind-blown debris under and around steps, leaf removal, and mowing the immediate front lawn area and main drive shoulders as defined by grass variety;

Landscape Areas:

Responsibility of Contractor for maintenance and repair of the ground sprinkler system and winterizing the ground sprinkler system.

The contractor will be responsible monthly maintenance of the annuals, plantings, color enhanced mulch, shrubs, trees, weed control, necessary and routine pruning and trimming, fertilization services for irrigated areas, and landscaping around various portion of the Customs Cargo Center, which also includes trimming when necessary. Spraying as necessary to control insect, disease, and fungus problems.

GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT OTHER PORTIONS IN FORT CUSTER INDUSTRIAL PARK

Type II Mowing Areas:

The following requirements are for Type II mowing areas in Fort Custer Industrial Park:

Type II mowing areas shall include all open space and roadsides (except where property is owned, vacant lots, road right-of-ways, and the Traffic Island at Skyline Drive and Hill Brady Road, which are not covered elsewhere in this proposal. All green space right-of-way and vacant lots located in the Fort Custer Industrial Park are to be maintained as Type II. These areas are identified in the attachment marked Exhibit "A".

All mowing and trimming in these areas are to be performed when the field vegetation obtains a height of 3" and/or as shrubs need trimming. A minimum of 15 feet from the curb is required in most areas; however, some areas require a wider range than 15 feet. Mowing is to be performed so as not to cause a fire hazard or pest infestation with clippings. All areas to be mowed which are accessible to equipment only. Obstacles such as old foundations, existing trees and shrubs, utility poles, excavated areas etc. shall be mowed as close as possible without endangering operator or equipment.

All fire hydrants to be kept free of brush and weeds and shall be visible at all times.

Clean-Up Type II Mowing Areas:

Contractor shall remove all downed trees, shrubs and limbs and dispose of them in designated area. Contractor shall also pick up trash, small debris, and litter prior to commencement of mowing operations and dispose of same.

Fort Custer Industrial Park signs (orange and black):

The stone area (located inside the aluminum edging) is to be maintained with weed/grass killer. The area around the outside of the aluminum edging is to be trimmed not sprayed regularly.

GENERAL SPECIFICATIONS FOR SNOW REMOVAL AT THE CUSTOMS CARGO CENTER

The following are requirements for snow removal at the Customs Cargo Center:

Contractor shall plow all drives, parking lots, and all other paved areas, including loading docks around the Customs Cargo Center when snow fall accumulates 2". Also, salting of the parking lot

All primary drives, lots, loading docks, parking lots to be plowed by 6:30 am.

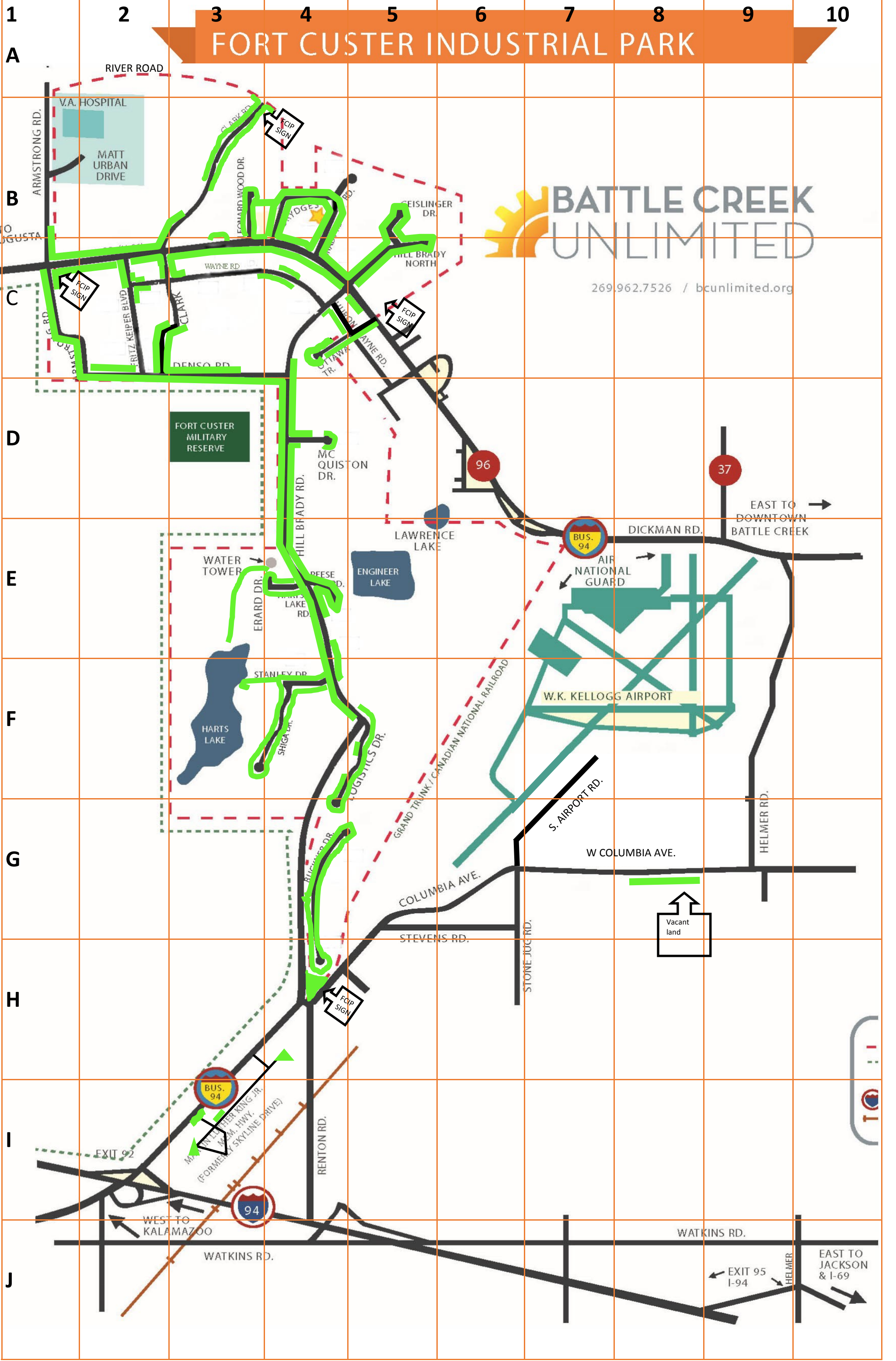
Contractor shall be responsible for clearing and salting all walks, steps, etc. by 7:00 am and at another time throughout the day. The clearing and salting of the sides walks should occur twice a day. Contractor shall provide supplies for deicing walks, steps, and the parking lot, etc.

Should snow fall accumulations reach the minimal amount (2") during the course of the work day, contractor to begin removal and plowing immediately so as to facilitate employee departures, shipping, and receiving etc.

All snow to be plowed and piled, in areas designated by owner.

Owner is to forward to contractor weekend schedules, weekly schedules, special activities, etc. which would be useful and thereby eliminate any inconvenience to residents during plowing weather.

	Exhibit A - Fort Custer Lawn Maintenance			
	Curb lines only throughtout Fort Custer Industiral Park where land has not been sold			
	Mow 15' or to current mow lines			
Grid Location	Street Name	Location	Width (ft)	Description
C	Dickman Road	Both	15'	North side of road to the sidewalks and South side of the road to the fence line
B-3	5200 Dickman Rd former Channel 41 vacant lot	North		mow lot to the pine trees
B	Leonardwood	North West	15'	End of cul-de-sac. Use a trimmer
B	Brydges Drive	Both	15'	West side from 55 Leonardwood to Dickman
				Mow both sides of this road
B	54 Leonardwood vacant lot	Lot		Lot between Brydges & Leonardwood
B-4	24/26 Brydges Dr vacant lot	Lot		Cleared lot in front of BCU
C	N. Hill Brady Road	Both	15'	Both sides up to former WKW and just after Prairie Farms. Geislinger does their own along road area
C,D, E, F	Hill Brady Road	Both	15'	
				From Denso Road to Skyline both sides of road
C	S. Hill Brady Road	East	15'	Small wooded area between OTP and C.A. Picard
C	Wayne Road	South	15'	Wayne Road from Hill Brady to Ottawa Trail - south side along the woods Most property owned except we mow between TRMI and Denso and between Clark and Fritz Keiper both sides unless owned
C	Denso Road	South	15'	Denso Road from Hill Brady to Armstrong - South side only
D-4	McQuiston Road	Both	15'	Both sides of road up to Stewart Industries and Gallaher properties
E-4	Reese Road	Both	15'	Clear around fire hydrants and pick up debris only - no mowing
E-4	Harts Lake Road	Both	15'	Both sides up to the property lines. Also the ditch from Nexthermal to gated property
F-4	Stanley Road	Both	15'	Both sides straight to locked fence that goes back to Harts Lake except for New Moon Noodle and Il Stanley properties
F-4	Shiga Drive	Both	15'	Both sides to current mowed lines
F	Hill Brady/Skyline Intersection	Both		Side of the hills (Top flat service is done by Airport) Also the traffic island with the FCIP sign
F, G, H, I	Skyline Road	Both	15'	SPRING ONLY - pick up debris along Skyline Drive to Columbia Ave light - no mowing
F	Logistics Drive	Both	15'	Both sides of the road, except where property is owned
G, H	Buckner Drive	Both	15'	Curbside and cul-de-sac (Systex does not take care of curb lines in front of their building)
H	Columbia/Skyline intersection		15'	At the light, mow where the FCIP sign is and curb area
H	Columbia Avenue	East side only		Columbia Avenue from Robertson to Arlene's Truck stop - east side only
I	Robertson	North		North side of Robertson along wooded area
I	207 Robertson	West		West side of fenced yard
I	145 Newtown Road	East		Mow and trim along front of fence Brush hog once a year
I	Old Clark Station (on Skyline) 4857 W. Columbia Ave. vacant lot	East		Mow the entire property (.373 acres)
B	N. Clark Road	Both	15'	Clark Road North to River Road and around the FCIP sign area on the corner
C	S. Clark Road	Both	15'	The areas that Denso does not mow
C	Dickman/Clark Road intersection			Guard shack mow and trim bushes
C	Armstrong Road	East	15'	Armstrong Road down to where Adient begins vacant lot up to brush
C	Fritz Keiper Blvd.	Both	15'	Both sides of road expect where owned
C	Ottawa Trail	West	15'	Curbside and cul-de-sac - just past J.J. Steel
C	Huron Trail		15'	
	FCIP Gateway Signs & Roadway Signage			The stone area of the black and orange FCIP signs (located inside the aluminum edging) is to be maintained with weed/grass killer. The area around the outside of the aluminum edging is to be trimmed not sprayed regularly
				Nothing to do on Ottawa Trail between Dickman and Wayne Roads
				Nothing to do on Hill Brady South between Dickman and Wayne Roads



Customs Cargo Center—4950 W. Dickman Road, Battle Creek, MI

