

BATTLE CREEK UNLIMITED

REQUEST FOR PROPOSALS FOR LAWN CARE MAINTENANCE AT THE ROBBINS BUILDING

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 for the Robbins Building located at 4661 West Dickman Road, Battle Creek, Michigan 49037.

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 PREPROPOSAL ASSISTANCE AND PREPROPOSAL MEETING

All questions relative to the development of this proposal are to be directed to the Facility 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 Monday, **September 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. A tour of the site will follow the pre-proposal conference. 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 right to the selected contractor for lawn maintenance care, 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 separately or as a whole.
- I. Contract Term
The term of the contract will be for **one** year, 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 for the Robbins Building located at 4661 West Dickman Road, Battle Creek, Michigan 49037.

Lawn care maintenance services are normally performed on a 1-day per week basis during daylight hours.

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 for the Robbins Building.

B. General lawn care maintenance specifications: see page 10.

C. All employees shall be appropriately dressed and shall exercise courteous treatment to the public and/or employees.

D. 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 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 requested by this RFP. An equipment list must included with proposal.

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/contractor/lease. Each party to this agreement/contractor/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 FOR THE ROBBINS BUILDING

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 provide for this work. Include the approximate number of hours weekly, and number of people assigned to 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.

3.4 EQUIPMENT LIST

3.5 ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent.

3.6 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 MAINTENANCE

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

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

The Robbins Building has an underground automatic sprinkler system. Contractor to advise owner or schedule of mowing so as not to conflict.

Shrub and Tree Care:

All of the landscaped trees and shrubs located in the public areas are to be maintained by the contractor. Maintenance of these plants shall include the following:

1. Necessary and routine pruning and trimming, which shall be performed by accepted horticultural procedures for the species and varieties located therein.
2. Pruning and trimming shall be timely to meet an accepted appearance.
3. Spraying as necessary to control insect, disease, and fungus problems.
4. All stone mulched beds to be redressed with same as necessary should settling occur.
5. All mulches to be kept in beds should they be disturbed or removed accidentally or otherwise.
6. Weed control along the outside perimeter of the child care center and other portions of the public area.

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

Robbins Building—4661 W. Dickman Road, Battle Creek, MI

