

BATTLE CREEK TAX INCREMENT AUTHORITY (BCTIFA)

REQUEST FOR PROPOSALS FOR LAWN CARE MOWING/MAINTENANCE

SECTION 1.0

GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 ISSUING OFFICE

This RFP is issued for the Battle Creek Tax Increment Authority (BCTIFA) which shall be referred to as the "Issuing Office."

1.2 PURPOSE

This RFP provides prospective respondents "Offeror" with essential information to enable them to prepare and submit proposals for consideration by BCTIFA, to provide lawn care mowing/maintenance for the roadsides in Fort Custer Industrial Park.

1.3 PROPOSALS

All proposals received by the Issuing Office in response to this RFP will be retained. To be considered the Offeror must:

- A. Submit a complete response to this RFP with a summary of the scope of work, pricing information for general mowing and maintenance, an hourly rate schedule for additional items outside of scope, detailed equipment list, and a list of qualified employees conducting the work.
- B. The Offeror's proposal must be addressed to: Bridgette Jones, Administrator BCTIFA, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan 49037 or email to jones@bcunlimited.org.

1.4 REJECTION OF PROPOSALS

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

1.5 PRE-PROPOSAL ASSISTANCE

All questions relative to the development of this proposal are to be directed to the Administrator, Bridgette Jones, in writing, via BCTIFA, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan, 49037 or jones@bcunlimited.org. An optional tour of the FCIP area can be arranged if needed.

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 by mail to Bridgette Jones, BCTIFA, 4950 West Dickman Road, Suite 1, Battle Creek, Michigan, 49037, **OR** by email to Bridgette Jones at jones@bcunlimited.org on or before **September 14, 2022 by 5:00 p.m. (est)**. Offerors 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**

The Issuing Office 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 mowing and maintenance care, with such rights dependent upon the proposal(s) selected.

H. **Contract Award**

The Issuing Office reserves the right to award the contract for lawn care mowing/maintenance and landscaping, separately or as a whole and without further discussion of the proposal submitted. Therefore, proposals should be submitted initially on the most favorable terms.

I. **Contract Term**

The term of the contract will be for three years, beginning April 1, 2023, 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. Contractor shall maintain and provide BCTIFA with a weekly work log, when submitting monthly invoice.

K. **Contract Termination**

The contract may be terminated by 60-day 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**

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.

Each person signing the proposal certifies that:

- a. He/She is the person in the Offeror's organization legally responsible within that organization for the decision of the prices being offered in the proposal and that he/she has not participated, and will not participate, in any section contrary to (a), (b) and (c) above; or,

- b. He/She is not the person in the Offeror's organization that 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 actions 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

The Battle Creek Tax Increment Finance Authority (BCTIFA), a governmental component unit of the City of Battle Creek is governed by an eleven-member Board of Directors and subject to approval by the Battle Creek City Commission. The BCTIFA is managed by Battle Creek Unlimited, which serves as the business and economic development arm for the City of Battle Creek. Services are centered around infrastructure improvements, land developments within the TIF district, and providing wraparound economic development services.

The 3,000-acre Fort Custer Industrial Park is a premier, international business industrial park and the 3rd largest industrial park in the Midwest, in total acreage. Over 80 companies and more than 13,000 employees are based here. It is an attractive, modern development area where industry, nature, and a quality community provide an optimal climate .

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 mowing/maintenance, for the FCIP roadside area. Services are normally performed one day per week during daylight hours.
- B. General lawn care mowing/maintenance specifications: see pages 8 and 9.
- C. All employees shall be appropriately dressed and shall exercise courteous treatment to the public and/or employee. Contractor is to have a crew identifiable when performing operations under this contract, as well as equipment.
- 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, light poles, paved areas, fire hydrants, or any other place permitted to control vegetation that becomes unsightly.

2.3 **PAYMENT**

The firm shall be paid on a monthly basis. Any additional billing needs to be discussed and approved by both parties, prior to the work being conducted. The Issuing Office has the option of deducting costs from the monthly bill to cover miscellaneous costs incurred by the Issuing Office determined to be the fault of the contractor. The contractor will be notified before any deduction is taken. The Offeror shall maintain and provide the Issuing Office with a weekly work log, when submitting monthly invoice.

2.4 **EQUIPMENT**

The selected firm shall provide and maintain all equipment in good working order used for lawn care requested by this RFP. The Offeror should include a list of ALL equipment that is (currently within its' inventory) to be used for the purposes of lawn care mowing/maintenance when submitting a response to this RFP.

2.5 **PRICE**

The Offeror's proposed pricing should be submitted in the response to this RFP. Include information indicating how the price was determined and billed. For example, the Offeror should indicate the estimated number of hours by staff, level, hourly rates by position, and hourly rates for additional work, which might be outside the scope of normal business activity of this RFP. Any out-of-pocket expenses should also be indicated. Lastly, are there any conditions in which the Offeror would seek additional fees and what could prompt increases in subsequent years.

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 Tax Increment Finance Authority (BCTIFA) as an additional insured to protect its interests.

The selected firm shall provide BCTIFA certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give BCTIFA (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 Offeror shall indemnify, defend, and save the Issuing Office 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 Offeror 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 the Issuing Office or its subsidiaries by reason of any such claim, suit, action or demand, upon prompt notice from the Issuing Office, vendor/contractor/lessee covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the Issuing Office.

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 the Issuing Office may determine to be reasonably necessary.

SECTION 3.0

LAWN CARE MAINTENANCE AT THE CUSTOMS CARGO CENTER

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, a price list for all services including any additional fees for outside of the scope work, list of equipment, and the 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. The Issuing Office reserves the right to ask the contractor to remove any personnel the Issuing Office feels may be detrimental to the operation of the Issuing Office.

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 the Issuing Office for the purpose of selecting a firm with whom a contract will be signed. The following factors will be considered in making the selection: qualification of firm; proposed services/pricing; manpower to conduct the job; inventory of equipment available to use on the job; and references. The Issuing Office will select the winning proposal and contact the Offeror by Sept 31, 2022. Final approval will be made at the November 15th BCTIFA Board Meeting.

SECTION 5.0

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

MOWING AREAS:

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

Mowing areas shall include all open space and roadsides (except where private property is owned), vacant lots, road rights-of-way, by all FCIP signage, and the traffic island(s) at Skyline Drive and Hill Brady Road. Also, when needed, trimming should occur along the walking path on Hill Brady Road to prevent unsightly weeds, particularly in areas where the mower cannot fit. All green space right-of-way and vacant lots located in the Fort Custer Industrial Park are to be maintained. These areas are identified in the attachment marked Exhibit "A".

Mowing occurs once a week and should be consistent and routine to maintain a well-groomed appearance. 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 hazard or pest infestation with clippings. Obstacles such as old foundations, existing trees and shrubs, utility poles, excavated areas etc. shall be mowed or trimmed 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.

Contractor will be permitted to spray herbicides when feasible along railroad tracks and their easements, light poles, paved areas, fire hydrants, FCIP signs, or any other place permitted to control vegetation that becomes unsightly

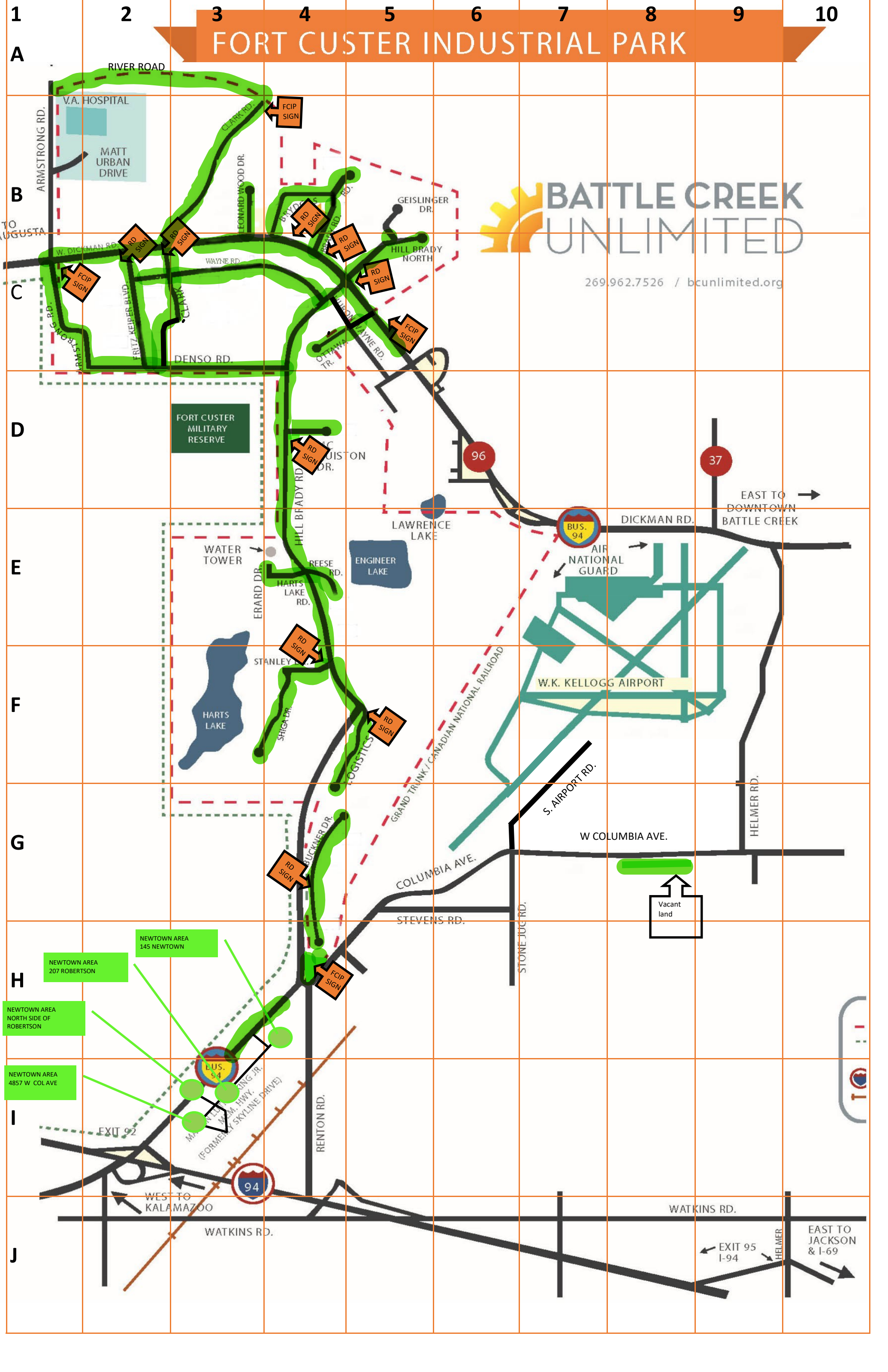
CLEAN-UP IN MOWING AREAS:

Contractor shall remove 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. Contractor shall notify Battle Creek Unlimited of all downed trees so that they can be properly removed.

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.

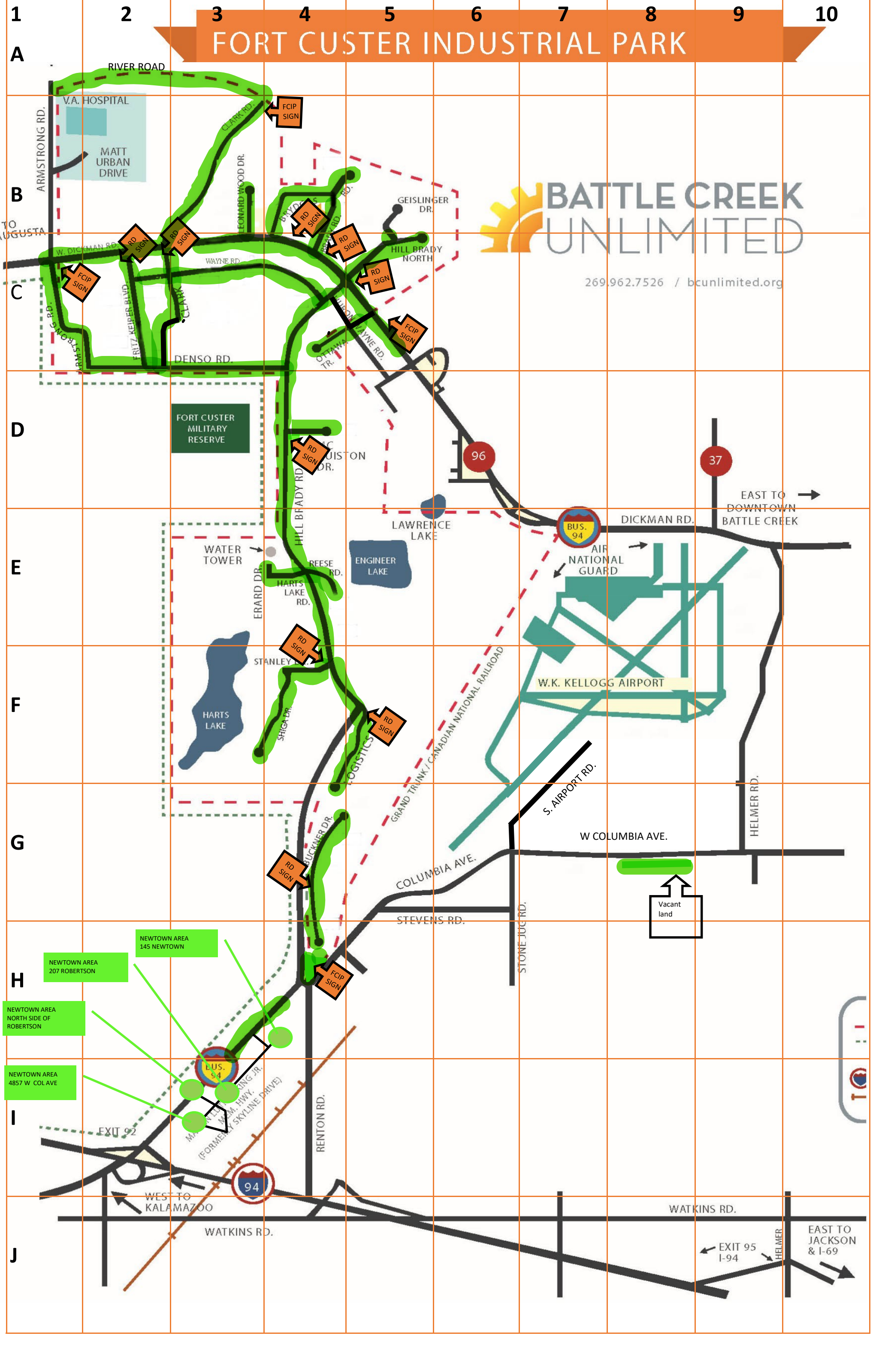
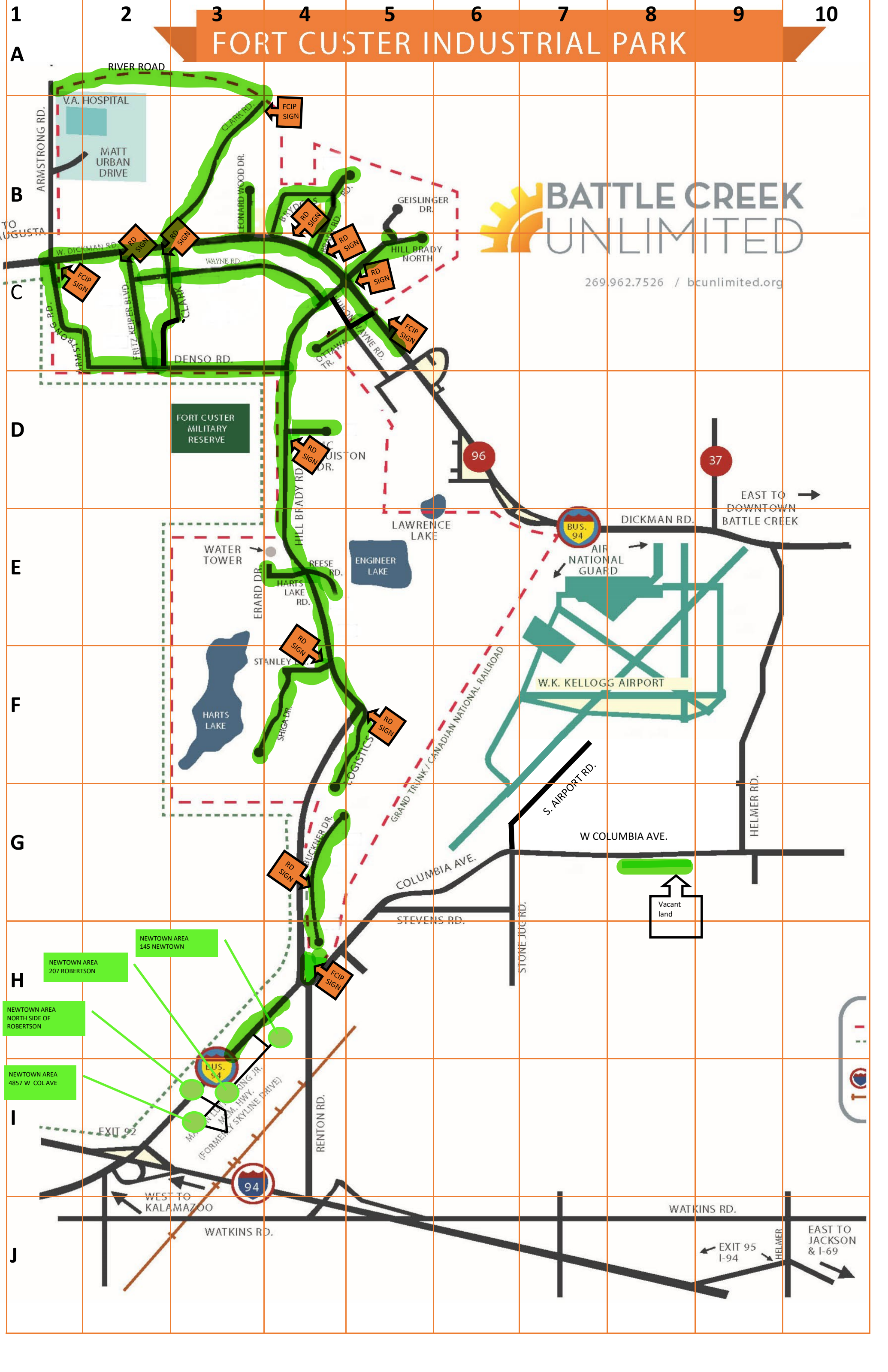
	Exhibit A - Fort Custer Lawn Maintenance			
	Curb lines only throughtout Fort Custer Industiral Park where land has not been sold			
	Mow 15' or to current mow lines			
MOW ALL ROADSIDE AREAS IN FCIP (NOT PRIVATELY OWNED) THIS COULD INCLUDE ALL INTERSECTIONS				
Grid Location	Street Name	Location	Width (ft)	Description
A 1-3	W. River Road	South	15'	South side of road from Clark to Armstrong
C	Dickman Road	Both	15'	North side of road to the Linear Trail (sidewalks) include one swipe of mowing on inside of trail and South side of the road to the fence or tree line
B	N. Clark Road	Both	15'	Clark Road North to River Road and around the FCIP sign area on the corner, Areas too steep to mow should be trimmed with weed whip. Clark Rd and Dickman Rd intersection Westside of road include green utility box
B	Leonardwood	North West	15'	End of cul-de-sac. Use a trimmer West side from 55 Leonardwood to Dickman
B	Brydges Drive	Both	15'	Mow both sides of this road
B	V/L 54 Leonardwood	Lot		Lot between Brydges & Leonardwood
B-3	V/L 5200 Dickman Rd	North		mow lot to the pine trees
B-4	V/L 24/26 Brydges Dr	Lot		Cleared lot in front of BCU
B-5	Geislinger Drive			Nothing - Geislinger does their own along cul-de-sac
C	N. Hill Brady Road	Both	15'	Both sides up to cul-de-sac
C,D, E, F	Hill Brady Road	Both	15'	From Denso Road to Skyline both sides of road. East side of road has walking path. West side of road up to and along military fence.
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 up to and along military fence
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/Dickman Road Intersection		15'	Around FCIP sign and frontage along Dickman Road and Armstrong Road (not entire site)
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 except where privately owned
C	Ottawa Trail	West	15'	Curbside and cul-de-sac - just past J.J. Steel
C	Huron Trail		15'	
D-4	McQuiston Road	Both	15'	Both sides of road up to cul-de-sac
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			Traffic island with the FCIP sign
F	Logistics Drive	Both	15'	Both sides of the road, except where property is owned, include area around FCIP sign
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	V/L 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	V/L 207 Robertson	West		West side of fenced yard (no house)
I	145 Newtown Road	East		Mow and trim along front of fence Brush hog once a year (old school)
I	V/L 4857 W. Columbia Ave.	East		Mow the entire property (.373 acres) (old station on Columbia/Skyline)
G	V/L Columbia Avenue	North		South side of road along property that is farmed.
	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. Grass all around signs must be cut.
				Nothing to do on Hill Brady South between Dickman and Wayne Roads



FORT CUSTER INDUSTRIAL PARK



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FCIP Road Name	one side	both sides	
Amstrong Road	0.9	1.8	
West River Road	1		
Clark Road	1.55	3.1	
Leonardwood Drive	0.25	0.5	
Brydges Drive	0.45	0.9	
Brady Road	0.5	1	
Geislinger Drive	0.15	0.3	
Hill Brady Road N	0.5	1	
Hurron Trail	0.15	0.3	
Ottawa Trail	0.2	0.4	
West Dickman Road	1.8	3.6	
Wayne Road	1.3	2.6	
Fritz-Keiper Blvd	0.5	1	
Denso Road	0.85	1.7	
Hill Brady Road (South)	2.1	4.2	
McQuiston Drive	0.2	0.4	
Reese Road	0.2	0.4	
Harts Lake	0.2	0.4	
Stanley Drive	0.4	0.8	
Shiga Drive	0.3	0.6	
Logistics Drive	0.6	1.2	
Skyline Drive	1.5	3	
Buckner Drive	0.7	1.4	
Additional other outter areas	1.5	3	
Mileage	17.8	33.6	