

REQUEST FOR PROPOSALS

2024 CITY OF GRAND LEDGE

LANDSCAPING: DOWNTOWN DEVELOPMENT AUTHORITY AND CITY HALL

DATE: February 2, 2024

PROPOSAL DUE DATE: Tuesday, March 5, 2024 at 11:00 A.M.

PROPOSAL DELIVERY LOCATION: City of Grand Ledge
ATTN: Ameer King, Assistant City Manager
310 Greenwood Street, Grand Ledge, Michigan 48837

CONTACT: Ameer King, Assistant City Manager
517-622-7925
Aking@cityofgrandledge.com

Bid Opening - Landscaping City Hall & DDA
Tuesday, Mar. 5, 2024 11:00 AM
Grand Ledge City Hall 310 Greenwood Street Grand Ledge, MI 48837

Request for Proposal

2024 CITY OF GRAND LEDGE LANDSCAPING: DOWNTOWN DEVELOPMENT AUTHORITY AND CITY HALL

Introduction:

The City of Grand Ledge (City) is requesting sealed bid proposals for mowing and maintenance services for city-owned parcels within the Downtown Development Authority (DDA) District and at City Hall, 310 Greenwood Street, Grand Ledge, MI 48837. Companies or individuals (Contractor) that submit proposals in response to this Request for Proposal (RFP), should be currently engaged in commercial landscaping, lawn mowing, and/or grounds maintenance activities. The City of Grand Ledge shall not be the Contactor's sole and only client or customer.

Contractors with demonstrated experience in commercial landscaping, lawn mowing, and grounds maintenance services with an interest in making their services available to the City of Grand Ledge are invited to respond to the RFP. The submitted proposals will be used as a basis for awarding work.

Selection Timetable:

Release RFP: Friday, February 2, 2024
RFP Due Date: Tuesday, March 5, 2024, at 11:00 A.M.
Tentative Bid Award: Monday, March 11, 2024

Submittal of Proposal:

Respondents shall submit either one (1) paper copy of the RFP response in a package that is sealed and clearly labeled "2024 RFP LANDSCAPING: DDA AND CITY HALL."

Proposals, and any questions related to the RFP, may be directed to:

Amee King, Assistant City Manager
310 Greenwood Street, Grand Ledge, Michigan 48837
517-622-7925 | Aking@cityofgrandledge.com

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The City, upon request, will provide the successful bidder with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful Contractor.

Any proposal may be withdrawn or modified by written request, provided such request is received by the City at the above address before the date and time established for receipt of proposals. Proposals not so withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, are the Contractor's sole responsibility and will not be reimbursed by the City of Grand Ledge.

The City reserves the right to reject any or all proposals, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities, and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

Minimum Qualifications:

Eligibility: Bidders must be able to demonstrate at least five years of satisfactory experience working in commercial landscaping providing similar services as outlined in the following specifications. As an independent business, the Contractor shall declare that it has complied with all federal, state, and local laws and policies regarding business permits, insurance coverage, and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this service contract.

Corporate Profile: Describe on one page the company background and why it is qualified to provide the requested services for the City.

Experience: Provide evidence of similar, experience that demonstrates your ability to successfully provide the services being requested in this RFP. Include names and contact information from three (3) past projects for reference purposes.

Cost: An anticipated fee structure must be submitted. See Bidders Proposal for details.

Specifications:

The bid specifications, outlined in the Scope of Work, are intended as a guideline for the Contractor performing landscaping services for the DDA District and City Hall. In practice, it may be necessary to modify these duties or add to them. Major deviations from these guidelines are not anticipated. Please see Attachment A: Scope of Work.

Delivery of Services:

Landscaping services shall be performed during the spring, summer, and fall growing period of each year; maintenance is to be performed regularly to maintain the grounds and landscaping areas as outlined in the Scope of Work

The City intends to regularly monitor the appearance and general condition of the parcels and park/greenspaces. Any areas found to be in serious non-compliance with any of the provisions as outlined in this RFP shall result in the Contractor receiving written notification of all concerns. Failure to resolve problems following written notification will result in the City taking appropriate action.

If the maintenance Contractor fails to correct the stated deficiency(ies) within forty-eight (48) hours, the City shall then correct the stated deficiency(ies) with its workforces and will deduct the cost of said corrections from the payment due to the Contractor under the next invoice submitted by the Contractor.

Qualifications of the Contractor:

The City may award the contract to the Contractor that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP and is in the long-term best interest of the City and its residents.

The City reserves the right to:

- investigate the qualifications of all Contractors under consideration including any information furnished by potential candidates
- reject any or all proposals
- modify the proposal
- establish evaluation criteria determined to be in the best interest of the city
- issue a subsequent RFP
- conduct interviews of potential Contractors before selection

Note: This RFP does not commit the City to negotiate a contract, nor does it obligate payment for any cost incurred in the preparation and submission of the proposal.

Evaluation Process:

Proposals will be evaluated through consideration of several factors. The review of all documents submitted will be in accordance with the following criteria:

- Experience and references of the Contractor
- Proposed cost and ability to deliver competitive rates for the noted services
- Ability to execute a contract in accordance with City policies and full compliance with all applicable laws, ordinances, and regulations
- The proponent's familiarity with the City and local building codes
- Other factors deemed relevant by the Assistant City Manager
- The City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities, and/or non-conformities in any submission, to select the Contractor and proposal deemed to be in the best interests of the City, and to negotiate with the selected Contractor.

The above criteria will be used to evaluate the submittals. Following a review of the submittals, a Contractor will be selected, and a recommendation will be given to the City Council.

If for any reason, a proponent cannot commence activities within 30 days of the contract being executed, the City may unilaterally terminate the contract and negotiate with other proponents.

Conflict of Interest:

The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual, or other interests are such that:

- The respondent may have an unfair competitive advantage; or
- The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

The respondent agrees that if after award it discovers an organizational conflict of interest concerning this solicitation it shall make an immediate and full disclosure in writing to the Assistant City Manager that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.

In the event, the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the Assistant City Manager the City may disqualify the respondent.

Subcontracting:

Subcontracting for duties outlined in the RFP specifications will not be permitted unless authorized in writing by the City. The Contractor must be independently able to provide all tasks identified in the attached specification in their entirety.

If subcontracting is authorized by the City, the selected firm will be fully responsible to the City for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the selected firm. Nothing in the contract shall create any contractual relationship between any subcontractor and the City. The selected firm shall not assign, transfer, convey or otherwise dispose of the contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of the City. The selected firm shall not assign any, of the money due or to become due and payable under the contract, without the previous written consent of the City.

Labor Laws and Equal Employment Opportunity:

The selected firm and subcontractors must abide by Federal, State, and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work and all ordinances and requirements of the City regulating or applying to public improvements.

Indemnification and Hold Harmless:

The selected firm agrees to indemnify and hold harmless the City and their officers, employees, and agents from any and all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of selected firm's performance of the contractual work. It is further agreed that the selected firm shall have the responsibility to the City for the proper performance of its professional

services in conformity with the customary and usual result of the failure of such performance, provided such damages suffered by the City as a result of the failure of such performance, provided such damages are caused by the selected firm's error, omission or negligent act, or the error, omission or negligent act of its officers, agents, or employees. No compensation will be paid to the selected firm for services required to correct work arising out of the selected firm's errors or omissions. Additionally, the selected firm shall be responsible for any payment to other consultants/contractors to correct work arising from the selected firm's errors and omissions. A representative of the selected firm shall sign and submit Hold Harmless Agreement as evidence before the commencement of the contractual work.

Insurances:

The selected firm shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$1,000,000 per occurrence. Insurance on an occurrence basis coverage shall be maintained without interruption from the date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed by naming the City of Grand Ledge as additional insured, the coverage afforded is considered to be primary and any other insurance the City of Grand Ledge may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to the City prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the City.

General Notes:

- NO SMOKING shall be allowed on any project site. Personnel caught smoking will be removed from the project.
- The Contractor's personnel are expected to maintain a high-quality professional attitude while on site. Contractors shall be subject to such rules and regulations for the conduct of the work as the City may establish. Possession or consumption of alcoholic beverages or drugs or noxious behavior on site is strictly prohibited. Violations of any of the above will result in the removal of the individual and employer from the project and they will be held liable for any damages which may result due to their actions.
- All personnel will be required to always provide identifying information while on-site.
- The City reserves the right to supplement the operations of the landscaping Contractor in whole or in part, with City employees or volunteers.

Contract Type/Term:

The City contemplates the award of a per-service rate contract to be billed monthly in equal payments for seven (7) months from April through October with a separate cost to be associated with the per yard purchase and labor/installation of mulch to be billed one (1) time during the term. The contract will be for a one (1) base year beginning April 1, 2024, with an option to

renew for one (1) additional year. The City makes no guarantees as to the total amount of compensation that the Contractor may earn and reserves the right to limit the number of services the City requests the Contractor provide. The City reserves the right to use any other means it may desire or determine for the purpose of landscaping services throughout the City.

The Contractor is not and shall not be considered an employee of the City. Any response to this RFP is an acknowledgment that the City shall not withhold any amounts for federal, state, or local income taxes, Medicare taxes, or social security taxes from the fees paid to the Contractor.

Billing Process:

Payment for services rendered will be made within 30 days upon invoices received.

EXCEPTION: Nonroutine maintenance costs exceeding \$2,000.00 must be approved by the Assistant City Manager PRIOR to any service being performed. Payment will not be made under this contract for such services unless prior approval is obtained.

Existing Conditions:

Entities with demonstrated experience in commercial landscaping services with an interest in making their services available to the City are invited to respond to this RFP. It is understood that the selected Contractor acting as an individual, partnership, corporation, or other legal entity, is state-licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

Attachment A – Scope of Work

LAWN CUTTING

1. All turf grass areas to be mowed twenty (25) times seasonally to ensure grass is maintained at a height of 3-inches. This will include Bridge Street Plaza, City Hall grounds, and grass strips and boulevards in the DDA area.
2. Grass to be dispersed (blown) from all planting beds, sidewalks, and paved areas with no clumps evident on the turf areas.
3. Clippings will not be blown towards vehicles or in any manner which impedes customer access to the building.
4. All edges, bed obstacles to be checked with a mechanical string trimmer per visit to produce a clean, crisp appearance.
5. All clippings will be removed from the premises and properly disposed of.
6. Sidewalks and curbs to be edged mechanically bi-weekly to maintain a clean appearance.

FERTILIZATION – (City Hall Grounds and Bridge Street Plaza only)

NOTE: The Contractor or its subcontractors shall provide the City of Grand Ledge licenses necessary to carry out the use of herbicides.

1. First application beginning of April before the soil temperature reaches 65 degrees F. Crabgrass pre-emergent product dimension 19-0-6 with 30% slow-release nitrogen applied at a rate of 4.13 lbs./1000 square feet.
2. Last week of May, a weed and feed product Lesco “Lock up extra two” 18-0-4 with 30% slow-release nitrogen is to be applied at a rate of 3.6 lbs./1000 square feet.
3. The first week of July; fertilizer analysis 24-0-11 with 50% slow-release nitrogen applied at a rate of 4.2 lbs./1000 square feet.
4. Last week of August/first week of September, same product specification as the second application.
5. Last week of October, same product specification as third application.
6. Alternative fertilizer may be used but must be submitted first for approval.
7. All fertilizer is to be phosphorus-free and in granular form.
8. The Contractor is to placard the site in accordance with state law when pesticides are applied.
9. The Contractor should check in with City Hall staff before each application of fertilizer.

WEED CONTROL IN PLANTING BEDS & NON-LAWN AREAS

1. Hand weeding and chemical weed control shall be performed twice monthly throughout the mowing season to keep planting beds, walks, sidewalks, drives, and curbs in a weed-free condition.
2. Roundup (glyphosate) herbicide shall be used on small weeds (2” tall or less). Larger weeds will first be sprayed and then removed by hand when dead.

GENERAL LITTER CLEAN UP

1. All planting beds, sidewalks, parking lots, alleyways, and fence lines to be cleared of litter, debris, grass, and garbage regularly. Frequency to be determined by need, but in no event is it to be greater than ten (10) days.
2. Sidewalks and parking lots must be blown or swept clean with every visit.

3. All debris to be disposed of in accordance with local rules and regulations.
4. All service to be completed during regular business hours. Consideration must be given to minimizing disturbance to neighbors concerning noise.

TREES & SHRUBS – (Parking Lots and City Hall – not street trees)

All trees and shrubs in the landscape areas are to be pruned and shaped twice during the season (in early June and August) to remove dead, diseased, injured, and unproductive wood to assist in maintaining their natural shape, size, and configuration. NOTE: Significant tree maintenance and tree and/or stump removal services are not part of this contract.

SPRING CLEAN UP

Clean up of all turf areas (raking), clean-out of pots, and clean-out and turning of mulch in planting beds to be completed before the first mowing.

FALL CLEAN-UP

- Leaf cleanup of all turf areas and clean-out of planting beds to be completed throughout the fall growing season.
- The Contractor will be responsible for the proper disposal of any leaves, debris, and yard waste accumulation from the mowing and maintenance operation.
- Final fall clean-up is to be completed after all leaves have fallen.

POTS

1. Purchasing, planting, weeding, and watering at a minimum 1 – 2 times a week as needed for all 20 City pots within the DDA. To be completed no later than the end of May each year.
2. 14 large pots will have at a minimum of 10 plants, of varying color and type, with one spike or fountain grass for height.
3. 6 small pots will have at a minimum 6 plants, of varying color and type, with one red geranium.

MULCH

1. Install a minimum of 1-inch of fresh mulch for a freshened top-dress appearance in all bedding areas and around trees. NOTE: This item will be accounted for separately (per yard with labor/installation included) in the Bidders Proposal and billed one (1) time per year.
2. Install a minimum of 2-inches of playground mulch for a safe refreshed surface in the playground area at City Hall. NOTE: This item will be accounted for separately (per yard with labor/installation included) in the Bidders Proposal and billed one (1) time per year.

LANDSCAPE AREAS

The following represent the areas to be maintained along with any areas of concern for landscape maintenance. The lots are usually named by the principal business adjacent to the lot:

Log Jam Parking Lot – located between West Jefferson Street and West River Street, with access to both streets. The landscape area extends around the lot up to the sidewalk. These areas include the stone wall on West River Street and a small planter in front of the Masonic Temple.

Inside the lot, there is a planting area directly behind the Log Jam Restaurant, the tree areas, and the art sculpture area on the corner located at West Jefferson and Harrison Streets.

Library Parking Lot –located behind the gas station on East Jefferson Street and extending to East River Street. There are planting areas directly behind the gas station that will need mulch and weeding around the bushes along with the planting area located on East River Street.

Cugino's/Fortino's Parking Lot – located on West Jefferson Street and Scott Streets. Grass and weeds intrude into the paved areas and trash collects along the walls, etc.

Enerco Parking Lot – located on the corner of North Bridge and West Main Street, abutting the Enerco building. This lot needs attention to the wall to the west and the planting areas around the intersection of the two streets.

Island Park Parking Lot – located off West River Street along the Grand River. This lot is the access to the Island Park Bridge and the baseball field. The dumpster located here is rented by the DDA and can be used by the Contractor to dump any trash picked up downtown. There are two (2) pots located in the parking area.

Flour Child Parking Lot – located off East Scott Street and having an exit on Bridge Street. This area contains a landscape area at the NE corner of the building and another site on the opposite side of the parking lot, across the exit/entrance drive. There is one at the US Postal Mail Box and another at the northeast corner of the parking lot.

City Hall – This will need to be mowed, fertilized, edged, etc. See above for specifications.

First Place Sports – located off North Bridge Street, adjacent to the First Place Sports store. The key issue here is the steep hill at the back of the lot. The hill was landscaped when the lot was built and has an underlining mesh. We need to support the plants that help prevent erosion.

Riverfront Park – located at the northeast corner of the bridge, at the corner of North Bridge and East Front Street. The park consists of a small parking lot, planting areas, and a large deck. The planting areas around the parking lot are straightforward and extend up to the east side fence (and behind it) to the streets. Below the deck the Contractor will keep the brush and small trees trimmed down to allow for a full view of the river.

West Front Street Parking Lot (Preston's) – located behind the buildings on the west side of North Bridge Street, between Front and Main Street. The lot includes the alley behind the buildings. This lot has several landscape areas. Since these planting areas are newer, plants may need to be thinned and weed control is crucial.

Bridge Street Plaza – located on the south side of South Bridge Street, this lot will need to be mowed, fertilized, edged, etc. See above for specifications.

Bidders Proposal

City of Grand Ledge 2024 Landscaping: DDA and City Hall

All work shall be completed in accordance with the City of Grand Ledge RFP and Scope of Work. The Contractor receiving the bid award shall provide proof of insurance in the amount shown in the RFP guidelines before the commencement of work. Insurance shall be kept current and in full force throughout the duration of work. The Contractor shall show satisfactory evidence that they have performed similar work previously and that they have adequate equipment and labor to perform the work in a timely fashion.

The City shall pay the chosen Contractor a total amount divided into seven (7) equal payments to be paid April through October. In addition, a separate amount associated with the per yard cost and labor/installation of mulch will be paid one (1) time during the term.

A.	Cost per month, for seven months, (includes all items noted in the specifications) for Landscaping DDA and City Hall	Monthly cost for seven months: \$
B.	Cost to purchase and install mulch once per season (as noted in the specifications) for Landscaping DDA and City Hall	One time cost per season: \$
C.	Cost to purchase and install playground mulch once per season (as noted in the specifications) for Landscaping at City Hall	One time cost per season: \$

This bid is submitted in response to the City of Grand Ledge RFP for 2024 Landscaping: DDA and City Hall by:	
Company Name:	
Authorized Signature:	
Print Name:	
Date:	