

REQUEST FOR PROPOSAL LAWN MOWING AND LEAF REMOVAL SERVICES

TROY SCHOOL DISTRICT

REQUEST FOR PROPOSAL RFP 9818 LAWN MOWING AND LEAF REMOVAL SERVICES TROY PUBLIC SCHOOLS

Troy Schools is accepting firm, sealed proposals for Lawn Mowing and Leaf Removal Services to establish a three year service contract, with an annual renewal, beginning approximately March, 2016.

Specifications and proposal forms can be obtained online at http://www.troy.k12.mi.us/ From the main page click the "Business Services" tab listed under "Departments", then click "Purchasing", scroll down to "Bid and RFP Advertisements" to locate and access the bid document.

Your proposal and one copy marked "RFP 9818 Lawn Mowing and Leaf Removal Services" must be delivered no later than Tuesday, 1:30 p.m., January 26, 2016, Purchasing Department, Troy School District, 1140 Rankin Drive, Troy, Michigan 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

A pre-proposal meeting has been scheduled for Thursday, 1:30 p.m., January 14, 2016, Maintenance and Operations, Troy School District, 1140 Rankin Drive, Troy, Michigan 48083. All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Tuesday, January 19, 2016, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: PurchasingOffice@troy.k12.mi.us.

All consultants submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the consultant submitting a proposal and any member of the Troy Schools Board or the Troy Schools Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department Troy School District Troy, MI 48083

1.0 OVERVIEW

This is a Request for Proposal for an independent contractor to provide lawn mowing and leaf removal services districtwide for specific period of time in accordance with the attached specifications.

1.1 INSTRUCTIONS AND UNIT PRICES

Firm, sealed proposals and one copy, will be received by the Purchasing Department, Troy School District, located at 1140 Rankin Drive, Troy, Michigan 48083. Each bidder must bid on all unit prices listed in the bid proposal that are applicable to their bid category. They will be fully considered in awarding the contract. Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values. Any unit price that, in the sole opinion of the Owner, is unbalanced or excessive may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the Owner, rejection of individual unit prices materially affects the bid.

1.2 RECEIPT OF PROPOSALS

Proposals will be submitted only on the forms provided and/or under separate cover as specified, and will be enclosed in a sealed envelope marked with the name of the vendor, the title of the work, the time, place and date due and must be delivered to: Purchasing Department, Troy School District, 1140 Rankin Drive, Troy, Michigan 48083, no later than 1:30 p.m., Tuesday, January 26, 2016, at which time all proposals will be publicly opened and read aloud immediately thereafter. Proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail proposals are invalid and will not receive consideration.

Proposals will be made in full conformity with all the conditions set forth in the specifications. Proposals will remain firm for a minimum period of 180 days following the date on which the proposals are opened. Any vendor may withdraw their proposal at any time prior to the scheduled time for receipt of proposals.

After proposals are opened, evaluated, and approved, a letter of award confirming acceptance will be sent to the selected vendor. It is the intent to review this proposal at the February 23, 2016, Board of Education regular scheduled meeting.

1.3 PRE-PROPOSAL MEETING AND QUESTIONS

A pre-proposal meeting has been scheduled for Thursday, 1:30 p.m., January 14, 2016, Maintenance and Operations, Troy School District, 1140 Rankin Drive, Troy, Michigan 48083. All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Tuesday, January 19, 2016, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: PurchasingOffice@troy.k12.mi.us.

1.4 TIMELINE

The District anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified vendor or for other purposes deemed to result in added value to the Lawn Mowing and Leaf Removal Services:

RFP Released Monday, January 11, 2016

Pre-proposal Meeting Thursday, January 14, 2016 @ 1:30 p.m. Questions Due Tuesday, January 19, 2016 @ Noon Proposals Due Tuesday, January 26, 2016 @ 1:30 p.m.

Board Award Tuesday, February 23, 2016

1.5 FAMILIAL RELATIONSHIP AND IRAN ECONMIC SANCTIONS

All vendors submitting proposals must provide and attach both a familial disclosure and an Iran Economic Sanctions form. The proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Troy Schools Board of Education or the Troy Schools Superintendent. Also, vendors must provide a completed, sworn and notarized Iran Economic Sanctions affidavit. The District will not accept a proposal that does not include both of these sworn and notarized disclosure statements.

1.6 OWNER EXPECTATIONS

The Owner is seeking a vendor with experience in providing similar staffing services to other educational institutions. It is anticipated that the selected vendor will have extensive experience.

1.7 PROPOSALS

All blank portions of the proposal must be filled in. Each submitted proposal must include the legal name of the vendor and will be signed by the person(s) legally authorized to bind the vendor to a contract. If proposals are submitted by an agent, satisfactory evidence of agency authority is required.

1.8 ORAL PRESENTATIONS

Certain selected vendors who submit proposals may be required to make an oral presentation of their proposal to the Owner. These presentations provide an opportunity for the selected vendors to clarify their written proposals and for the Owner to obtain additional information. It is expected that vendors will bring key staff who will work on the project to the presentations.

1.9 CONFIDENTIAL INFORMATION

As a public entity, Troy School District is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

1.10 COMPLIANCE OF AWARDED VENDOR

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the vendor's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded vendor will provide to Troy Schools adequate insurance per the requirements stated under Item 1.21.

1.11 RIGHT TO REQUEST ADDITIONAL INFORMATION

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

1.12 RIGHT OF REFUSAL

The Board of Education reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low vendor; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

1.13 COSTS

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the vendor performing the work. Fees quoted must include all expenses for this project.

1.14 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

Troy School District is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property.

1.15 CONTRACT REQUIREMENTS

The Troy School District considers this RFP legally binding and will require that this Request for Proposal and the resulting vendor proposal be included as addenda to any subsequent contracts between the vendor and the Owner. It should be understood by the vendor that this means The Troy School District expects the vendor to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposals. Lack of exceptions listed on the "Exceptions to Specifications" form will be considered acceptance of all of the specifications as presented in the RFP.

1.16 SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

1.17 INCORPORATION BY REFERENCE

Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

1.18 NON-WAIVER OF AGREEMENT RIGHTS

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the vendor by The Troy School District should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

1.19 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither the vendor nor anyone, with whom the vendor shall contract, shall discriminate against any person employed or applying for employment concerning the performance of the vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the vendor of this Agreement.

1.20 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over The Troy School District enter a valid and enforceable order upon The Troy School District which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive The Troy School District of a material part of its Agreement with the vendor. In the event this order results in depriving The Troy School District of materials or raising their costs beyond that defined in this Agreement, The Troy School District shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the vendor. Should the Agreement be terminated under such circumstances, The Troy School District shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

1.21 CERTIFICATE OF INSURANCE AND IDEMNIFICATION

Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.

Insurance Coverage

As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of their insurance coverage as follows:

- 1. Worker's Compensation and Employers' Liability Insurance covering your statutory obligations in the state of Michigan.
- 2. Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
- 3. Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual, and products-completed operations with limits of liability as follows:
 - a. If your policy is written on the 1986 ISO Simplified form:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Product- Completed Operations Aggregate

If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.

- b. If your policy is written on a form other than the 1986 ISO Simplified form: \$1,000,000 Occurrence (bodily injury and property damage combined) \$1,000,000 Aggregate (applicable to products-completed operations only)
- c. Products-completed operations liability must be maintained for not less than one year after acceptance of completion of your work.

In addition, the vendor shall defend, indemnify, and hold harmless The Troy School District from and against the specific claims listed below in this section.

- A. Claims of all governmental authorities for taxes and penalties based upon the Vendor's employment of the individuals providing service to the Troy School District.
- B. Claims by an employee of vendor against The Troy School District for salary, wages, or benefits based upon the period of time employed by vendor.
- C. Claims by an employee of vendor against The Troy School District based upon Workers Compensation laws for an injury suffered while employed by vendor.
- D. Claims by suppliers of goods or services to vendor that such suppliers assert against the Troy School District.

1.22 BID SECURITY

Bid security by a qualified surety in the form of a bid bond, certified check or cashier check in the amount of five (5) percent of the total [total is defined as the sum of all locations cost per cut added to total of 3 leaf removals at all locations] will be required with bid submission as a condition for consideration of award. Bid bonds shall be duly executed by the bidder as principal and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid category (ies) stated in his/her bid and will, if required, furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder. The attorney who signs the surety bond must file with the bond, a certified and effectively dated copy of the power of attorney.

Bid securities will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The Owner will return the bid security of bidders not under consideration for award of contract in a timely manner. The bid security of the lowest of the two or more bidders may be retained for a period not to exceed thirty (30) days after date of receipt of bids, or until a contract is awarded.

The bid security obliges shall be Troy School District and shall become its property in the event that the bidder fails, within fifteen (15) days of notice of award to execute the contract agreement, deliver the performance and payment bonds, and send the required certificates of insurance. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

1.23 PERFORMANCE AND PAYMENT BOND

Acceptable bidders shall be required, upon request by Owner, for contracts over \$50,000, as a condition precedent to award of contract, to furnish in the amount of 100% of the contract price, a satisfactory Performance Bond and Labor and Material Payment Bond on contract. Performance Bond and Labor and Material Payment Bond, by a quality surety licensed to do business in the State of Michigan with cost of bond included in the base bid amount.

The bidder shall deliver the required bonds to the Owner within 15 days after award of the contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall submit evidence to the Owner that such bonds will be furnished prior to commencement of the work.

The proposed bonding company of the bidder shall be acceptable to the Owner. The Owner shall be listed as oblige on the bond.

1.24 STANDARD FORMS AND CONTRACTS

Any forms and contracts the vendor proposes to include, as part of any agreement resulting from this RFP between the vendor and The Troy School District must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

1.25 NON-COLLUSION COVENANT

The vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the vendor agrees that a duly authorized vendor representative will sign a non-collusion affidavit, in a form acceptable to Troy School District that the Consultant firm has received from Troy School District no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement.

1.26 SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. The Troy School District reserves the right to accept the vendor's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

1.27 CONTRACT AWARD

It is the intent to award this Request for Proposal at the February 23, 2016, meeting of the Board of Education. After proposals are opened, evaluated and approved by the Board of Education, a letter of award confirming acceptance will be sent to the selected vendor. The contract in support of this award will be in the form of a purchase order mailed to the vendor.

1.28 INVOICING AND PAYMENT

The Contractor is responsible for submitting all invoices within fifteen (15) days of the date for which services are rendered. **Invoices for mowing services rendered during the month of June must be submitted no later than July 1 of same year.** Pricing shall be F.O.B. delivered to various sites within Troy School District. Vendor shall invoice separately for services such as extra cuts, and miscellaneous services.

Payment of mowing services invoices will be rendered by the Owner within 30 days of their receipt, assuming no discrepancies exist.

1.29 HOURS OF WORK

Projects for Owner shall be performed during the hours specified by Owners Representative of Facility Operations. Any changes to the established schedule must have prior approval of the Owner's representative and scheduled at the least disruptive time possible. In addition to working with the Owners representative to develop a schedule, the Vendor must also adhere to all local ordinances for hours that work can be performed. The Contractor shall not interfere with or disrupt school operations.

1.30 SAFETY

The Contractor shall be responsible for providing and for placing signage, barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.

The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Owner is not responsible for theft or damage to the Contractor's property.

All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Project Manager will be consulted.

The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Project Manager.

The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair any or all damages with other sources if the Contractor fails to do so within an expedient time to be determined by the Owner. The Contractor shall then be back-charged for all costs required to complete this work.

In the event that the Contractor causes building damage, the Contractor shall be responsible for immediate communication to the Owners Representative.

1.31 WORKMANSHIP/INSPECTION

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work. This work will not be subcontracted without written authorization by the Project Manager.

2.0 SCOPE OF WORK

This is a Request for Proposal for an independent contractor to provide lawn mowing and leaf removal services for all Troy School District locations and several parcels of vacant land. Refer to the attached photos for the areas that shall be mowed at each building and parcels of vacant land. These maps are provided to assist the vendors in understanding the approximate acreage of mowing requirements. They are listed in three groups; East Side Locations, West Side Locations and Vacant Parcels of Land.

2.1 BID SPECIFICATIONS

SPECIAL INSTRUCTIONS TO BIDDERS

- Bids are to be submitted on a per-cut basis for lawn mowing including leaf removal services at 3 intervals during the year.
- The Owner shall award bids based upon Site Grouping and reserves the right to award these groups in such a manner as it deems is in the best interest of the Owner. Multiple Contractors may be selected.
- The Owner has the right to stop service at any building, do to buildings being sold or closed, with thirty (30) days written notice to the vendor.

GENERAL CONDITIONS

- All work must be performed within the codes, standards, and municipal ordinances of the community within which the property is located.
- All of Contractors' employees need to be in uniform at all times, while on Owners property.
 Uniforms should include Contractors company name and be approved by the Owner. All of Contractors' vehicles need to be clearly marked with the company name.
- All work scheduling is determined by the individual facility's operational needs, in order to avoid disruption and/or unsafe conditions. A small number of special events may cause isolated changes in the schedule.
- Mowing must be available at the awarded rate at all times between April 15, 2016 and November 1, 2016 for year one and between April 15, 2017 and November 1, 2017 for year two and April 15, 2018 and November 1, 2018 for year three.
- Mowing will be scheduled for 28 cuts during the cutting season without the Owner's preauthorization.

- The Contractor shall be able to provide extra cuts with as little as 72 hours' notice. There must be at least three days between the extra cut and the regular weekly cut; if less than three days the Contractor must notify the Owner prior to performing the extra cut for approval.
- The Contractor will be required to submit a schedule at the start of the season (for review) and notify owner of any changes to that schedule (excluding weather related) for the duration of the mowing and cleanup seasons, 24 hour notice must be given for any schedule changes.
- Contractor will be provided with email notification of conflict dates, for outdoor events, that will require adjustment to the mowing schedule for that week.
- Performance will be evaluated based upon the expectation of a neat, professional looking final product.
- The Owner reserves the right to postpone mowing when needed.
- The Contractor shall provide the Owner with a means of immediate communication regarding site
- completion, emergencies or any other occasion that may arise.
- The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete this work.
- In the event that the Contractor causes building or property damage, the Contractor is responsible for immediate communication with the Owner.
- The Contractor shall provide a list of available mowing, trimming, and leaf removal equipment; and the vehicles used to transport the equipment for this contract. **This list must be submitted along with the bid.**
- The Owner reserves the right to physically inspect and view the equipment at any time upon request. The Contractor shall immediately remove any and all equipment from school property solely determined by the Owner to be unsafe.
- If the Contractor fails to complete the mowing/trimming at any of the sites as specified, the Owner reserves the right to complete the task with either in-house personnel or other Contracted Services. The Contractor shall then be back-charged for all costs required to complete this work. If the Contractor fails to meet the specifications of this contract, the Owner reserves the right to review and/or terminate the contract at any time.

SPECIFICATIONS FOR LEAF REMOVAL

All leaves, litter, and small limbs are to be removed from the entire site including but not limited to the following: landscape beds, exterior courtyards, curb/parking lot corners, and fence corners. The only exception is the athletic fields, tennis courts, and High School stadiums.

The leaf removal schedule is as follows:

- Year 1: Once between March 21, 2016 and April 10, 2016, once between October 17, 2016 and November 4, 2016, with a final clean up taking place in late November after a majority of the leaves have fallen from the trees.
- Year 2: Once between March 20, 2017 and April 9, 2017, once between October 16, 2017 and November 5, 2017, with a final clean up taking place in late November after a majority of the leaves have fallen from the trees.
- Year 3: Once between March 19, 2018 and April 8, 2018, once between October 15, 2018 and November 4, 2018, with a final clean up taking place in late November after a majority of the leaves have fallen from the trees.

Any changes in the leaf removal schedule must have prior approval by the Owner.

SPECIFICATIONS FOR LAWN MOWING

- If moving causes an excessive amount of clippings on the lawn or if the clippings are matted and wet, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.
- Mowers are to be set to cut at two-and-a-half (2.5) inches unless otherwise specified by owner.
- All mowing operations are to be performed using machines manufactured by reputable companies, recognized for producing quality commercial turf equipment. All equipment will be mechanically sound. All blades shall be sharp and properly adjusted for height and cutting sharpness. Any manufacturer installed safety equipment must not be modified, removed, or rendered inoperable at any time. All machines will be operated by trained and qualified persons. At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.
- All mower decks shall be equipped and operated with discharge chutes in the down position at all
 times while on Owner's property. Any failure to comply with this provision could result in
 immediate termination of contract.
- All large areas will be mowed with major mowing equipment in such a manner as to not cause damage to the turf, sprinklers, etc.
- Trimming will be performed with nylon cord trimming equipment in any area inaccessible with mowing equipment. This includes fence lines, back stops, play areas (including play equipment), under bleachers (if they cannot be moved), next to School Buildings where established plantings are not present and around all obstacles such that a neat, even appearance to the total turf area is achieved. Trimming shall be performed at the same time as mowing.
- All litter such as paper, cans, bottles, branches, etc. will be picked up and disposed of prior to cutting.

- All non-turf areas such as walks, patios, entrances, baseball infields, parking lots, mulched beds/areas, etc. shall be free of clippings and cutting debris via blowers, sweeping, or other means. Clean up shall be performed at the same time as mowing.
- All turf termination at various paving and cement details shall be vertically edged to remove turf overgrowth two (2) times each season. Debris from edging is to be removed and paved areas blown clear. First, within the first two (2) weeks of May, Second, within the last two (2) weeks of August. Contractor shall notify Owner upon completion of each edging occurrence, within 2 days of completion.
- Additional non-routine operations such as fertilization, detaching, etc. shall be negotiated separately and approved in advance. Non-approved work will not be paid for.
- The Contractor shall not apply any pesticides or herbicides without the Owner's written preapproval.
- No mowing or trimming shall occur within one hundred (100) yards of students and staff while outside and during normal school hours.
- After the third cut, the Owner and Contractor shall meet, if requested, for the purpose of evaluating the Contractor's performance.
- Contractor shall be responsible for mowing entire sites (as shown on attached drawings), including gated areas. Contractor is not responsible for mowing areas designated by Owner as construction areas.
- Contractor shall be responsible for contacting Katelyn Weaver at (248) 214-3928, or other Owner Representative as determined by the Owner, to gain access to gated areas in order to complete mowing. Keys will be provided for gated area access and will be turned in at final billing of contract. Any lost or missing keys will be charged against the final payment at a rate of \$25.00/key.
- Any obstructions i.e.; downed limbs or trees too large for the contractor to remove must be reported to George Leemhuis at (248) 930-9144 within forty-eight (48) hours.

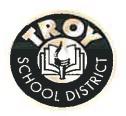


Troy Union Elementary

1340 E. Square Lake Rd. Troy, MI 48085

Approximate Mowing Acreage- 8 acres





Wass Elementary

2340 Willard Troy, MI 48085

Approximate Mowing Acreage- 14 acres



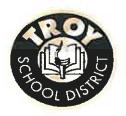


Costello Elementary

1333 Hamman Troy, MI 48085

Approximate Mowing Acreage- 25 acres





Hill Elementary

4600 Forsyth Troy, MI 48085

Approximate Mowing Acreage- 5 acres



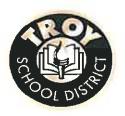


Barnard Elementary

3601 Forge Drive Troy, MI 48083

Approximate Mowing Acreage- 8 acres



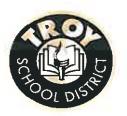


Morse Elementary

475 Cherry Troy, MI 48083

Approximate Mowing Acreage- 4 acres





International Academy East & Baker Middle School

1291 Torpey Dr Troy, MI 48083 1359 Torpey Dr Troy, MI 48083

Approximate Mowing Acreage- 23.5 acres





Larson Middle School

2222 E. Long Lake Rd. Troy, MI 48085

Approximate Mowing Acreage- 22 acres





Administration Building

4400 Livernois Rd Troy, MI 48098

Approximate Mowing Acreage- 4.5 acres





Service Center

4420 Livernois Rd Troy, MI 48098

Approximate Mowing Acreage- 2 acres





Martell Elementary

5666 Livernois Troy, MI 48098

Approximate Mowing Acreage- 7 acres





Leonard Elementary

4401 Tallman Troy, MI 48085

Approximate Mowing Acreage- 6.5 acres





Wattles Elementary

3555 Ellenboro Troy, MI 48083

Approximate Mowing Acreage- 7 acres





Hamilton Elementary

5625 Northfield Parkway Troy, MI 48098

Approximate Mowing Acreage- 9.5



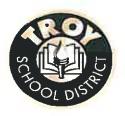


Bemis Elementary

3571 Northfield Parkway Troy, MI 48084

Approximate Mowing Acreage- 8.5 acres



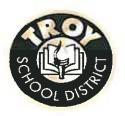


Schroeder Elementary

6541 Jack Troy, MI 48084

Approximate Mowing Acreage- 4 acres





Boulan Middle School

3570 Northfield Parkway Troy, MI 48084

Approximate Mowing Acreage- 10 acres





Smith Middle School

5835 Donaldson Troy, MI 48085

Approximate Mowing Acreage- 12 acres



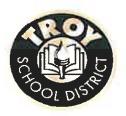


Troy High School

4777 Northfield Parkway Troy, MI 48098

Approximate Mowing Acreage- 18 acres





Niles Center

201 W. Square Lake Rd. Troy, MI 48098

Approximate Mowing Acreage- 4 acres





Vacant Property "A"

Property is located south of Leonard Elementary with access off Tallman Drive.

Approximate Mowing Acreage- 1.5 acres





Vacant Property "B"

Property location: 19 mile right of way, east of John R and west of Dequinder

Approximate Mowing Acreage- .6 acres

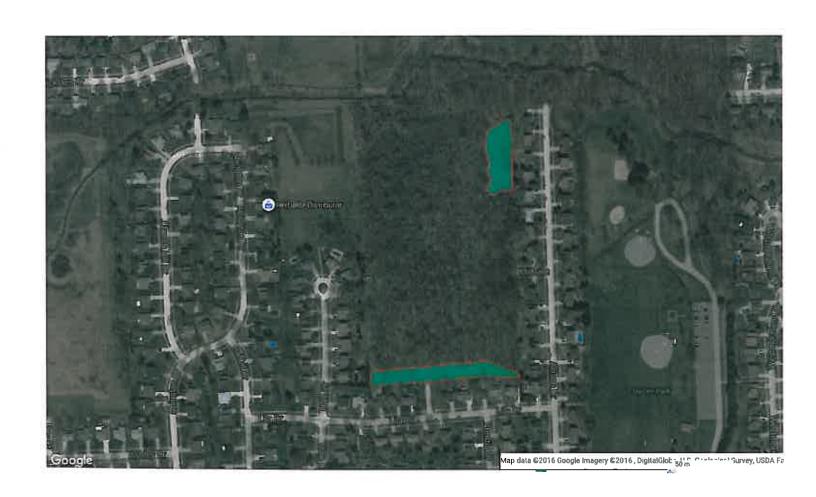




Vacant Property "C"

Property location: Corner of Lila Dr. and Allison Dr. With access from Lila Dr.

Approximate Mowing Acreage- 1.5 acres



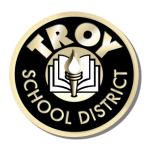


Vacant Property "D"

Property location: Corner of Madison Dr. and Woodgate Dr. With access off Madison Dr.

Approximate Mowing Acreage- 1.5 acres





DUE: Tuesday, January 26, 2016 @ 1:30 p.m. **PROPOSAL:** RFP 9818 Lawn Mowing and Leaf Removal Services

PROPOSAL FORM

We propose to furnish Lawn Mowing with the specifications:	g and Leaf Removal Servi	ices for Troy Sch	ool District in accordance
with the specifications.		Annual	Renewal
East Side Buildings and Locations	2016	2017	2018
Troy Union Elementary 1340 E. Square Lake, Troy, MI 48085			
Wass Elementary 2340 Willard, Troy, MI 48085			
Costello Elementary 1333 Hamman, Troy, MI 48085			
Hill Elementary 4600 Forsyth, Troy, MI 48085			
Barnard Elementary 3601 Forge Dr, Troy, MI 48083			
Morse Elementary 475 Cherry Street, Troy, MI 48083			
Baker Middle School & International Academy East 1359 Torpey Dr, Troy, MI 48083			
Larson Middle School 2222 E. Long Lake, Troy, MI 48098			
Administration Building 4400 Livernois, Troy, MI 48098			
Services Center 4420 Livernois, Troy, MI 48098			
Totals			·
Cost per Cut (above 28 cuts)			

PROPOSAL FORM

We propose to furnish Lawn Mowing and Leawith the specifications:	f Removal Services	for Troy School	District in accordance
with the specifications.		Annual Re	enewal
West Side Buildings and Locations	2016	2017	2018
Martell Elementary 5666 Livernois, Troy, MI 48098			
Leonard Elementary 4401 Tallman, Troy, MI 48085			
Wattles Elementary 3555 Ellenboro, Troy, MI 48083			
Hamilton Elementary 5625 Northfield Pkwy, Troy, MI 48098			
Bemis Elementary 3571 Northfield Pkwy, Troy, MI 48084			
Schroeder Elementary 3541 Jack, Troy, MI 48084			
Boulan Park Middle School 3570 Northfield Pkwy, Troy, MI 48084			
Smith Middle School 5835 Donaldson, Troy, MI 48085			
Troy High School 4777 Northfield Pkwy, Troy, MI 48098			
Niles Center HS 201 W. Square Lake, Troy, MI 48098			
Totals			
Cost per Cut (above 28 cuts)			
Totals Combined			
Deduct Amount if Awarded Both			

CITY/STATE

SIGNED BY

TYPED NAME

E-MAIL ADDRESS

TELEPHONE NUMBER

PROPOSAL FORM

Parcels of Vacant Land	Annual Renewal					
	2016	2017	2018			
Vacant Parcel A Located South of Leonard Elementary With Access off Tallman Dr.						
Vacant Parcel B Square Lk Rd right of way, East of John R. and West of Dequinder						
Vacant Parcel C Coner of Lila Dr and Allison Dr With Access from Lila Dr.						
Vacant Parcel D Corner of Madison Dr. and Woodgate Dr. With Access from Madison Dr.						
Totals						
Cost per Cut (above 28 cuts)						

_____ ZIP ____

_____ FAX # _____

_____TITLE _____

______DATE _____

VENDOR: LIST FIVE RECENT REFERENCES, PREFERABLY SCHOOL DISTRICTS:

School District/Company	Person to Contact	Phone Number
School District/Company	Person to Contact	Phone Number
School District/Company	Person to Contact	Phone Number
School District/Company	Person to Contact	Phone Number
School District/Company	Person to Contact	Phone Number
EXCEPTIONS TO SPECIFICATION	ONS:	
	space only any additional information of that this additional informatiocess and subsequent award.	

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below–named contractor (the 'Contractor'), pursuant to the familial disclosure requirement provided in Troy Schools Request for Proposal, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District's Board of Education Members and its Superintendent may found at http://www.troy.k12.mi.us.

List any Familial Relationships:

	Contractor:
	Print Name of Contractor
	By:
	Its:
Subscribed and sworn before me, this	Seal:
day of, 20, a Notary Public	
in and for County,	
(Signature) NOTARY PUBLIC	
My Commission expires	

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District's Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

	Contractor:
	Print Name of Contractor
	By: Its:
Subscribed and sworn before me, this day of, 20, a Notary Public	Seal:
in and for County,	
(Signature) NOTARY PUBLIC	
My Commission expires	

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME	 		
BUSINESS ADDRESS			
2021,222,122,122			
TELEPHONE NUMBER	 	 	
FAX NUMBER	 	 	
BY (SIGNATURE)	 		
PRINTED NAME	 	 	
TITLE	 		
SIGNED THIS	 _ DAY OF	 , 20	
E-MAIL ADDRESS			



RFP 9818

RE: Lawn Mowing and Leaf Removal Services

ADDENDUM #1 – January 14, 2016

The Bidding Documents are modified, supplemented or augmented as follows, and this Addendum is hereby made a part of the proposed Contract Documents.

New Due Date

The Proposal Due Date been moved from Tuesday, 1:30 pm, January 26, 2016 to **Thursday, 1:30 pm, January 28, 2016**, allowing two additional days for preparing and submitting proposals.

Clarification of 1.22 BID SECURITY

" five (5) percent of the total (total is defined as the sum of all locations, cost per cut **based on total of 28 cuts**, added to total of 3 leaf removals at all location)"

Clarification of 1.23 PEFORMANCE AND PAYMENT BOND

Your proposal should include your expenses for the Performance Bond over a one year period vs the three years total contract, renewed annually.

Lawn Mowing and Leaf Removal Services RFP 9818 Tabulation

	Brilar, LLC				DM Burr Group		Great Lakes Landscaping		
	2016	2017	2018	2016	2017	2018	2016	2017	2018
Total East Side Buildings and Locations	\$ 195,380.00	\$ 195,380.00	\$ 195,380.00	\$ 214,368.00	\$ 220,801.20	\$ 227,429.97	\$ 119,778.82	\$ 116,288.00	\$ 116,288.00
Total West Side Buildings and Locations	\$ 147,004.00	\$ 147,004.00	\$ 147,004.00	\$ 159,852.00	\$ 163,691.84	\$ 168,584.42	\$ 94,512.97	\$ 91,758.50	\$ 91,758.50
Total Combined	\$ 342,384.00	\$ 342,384.00	\$ 342,384.00	\$ 374,220.00	\$ 384,493.04	\$ 396,014.39	\$ 214,291.79	\$ 208,046.50	\$ 208,046.50
Deduct Amount if Awarded Both	\$ (9,000.00)	\$ (9,000.00)	\$ (9,000.00)	\$ (26,195.00)	\$ (26,914.51)	\$ (27,721.01)	\$ -	\$ -	\$ -
Total Awarded Both Areas	\$ 333,384.00	\$ 333,384.00	\$ 333,384.00	\$ 348,025.00	\$ 357,578.53	\$ 368,293.38	\$ 214,291.79	\$ 208,046.50	\$ 208,046.50
Vacant Land	\$ 10,860.00	\$ 10,860.00	\$ 10,860.00	\$ 9,702.00	\$ 9,991.83	\$ 10,291.51	\$ 10,289.41	\$ 9,993.50	\$ 9,993.50

	Green Meadows Lawnscape, Inc.				Unique Clips LLC	;	United Lawnscape, Inc		
	2016	2017	2018	2016	2017	2018	2016	2017	2018
Total East Side Buildings and Locations	\$ 65,492.00	\$ 65,492.00	\$ 65,492.00	\$ 77,337.00	\$ 77,337.00	\$ 77,337.00	\$ 131,096.00	\$ 133,672.00	\$ 136,052.00
Total West Side Buildings and Locations	\$ 50,764.00	\$ 50,764.00	\$ 50,764.00	\$ 58,932.00	\$ 58,932.00	\$ 58,932.00	\$ 97,720.00	\$ 99,736.00	\$ 101,724.00
Total Combined	\$ 116,256.00	\$ 116,256.00	\$ 116,256.00	\$ 136,269.00	\$ 136,269.00	\$ 136,269.00	\$ 228,816.00	\$ 233,408.00	\$ 237,776.00
Deduct Amount if Awarded Both	\$ (7,000.00)	\$ (7,000.00)	\$ (7,000.00)	\$ (6,813.50)	\$ (6,813.50)	\$ (6,813.50)	\$ (6,864.48)	\$ (7,002.24)	\$ (7,133.28)
Total Awarded Both Areas	\$ 109,256.00	\$ 109,256.00	\$ 109,256.00	\$ 129,455.50	\$ 129,455.50	\$ 129,455.50	\$ 221,951.52	\$ 226,405.76	\$ 230,642.72
Vacant Land	\$ 3,388.00	\$ 3,388.00	\$ 3,388.00	\$ 4,767.00	\$ 4,767.00	\$ 4,767.00	\$ 5,796.00	\$ 5,908.00	\$ 6,020.00