



**SAGINAW COUNTY PARKS & RECREATION
REQUEST FOR PROPOSAL
LAWN MAINTENANCE (RINGWOOD FOREST PARK-ST. CHARLES)**

Saginaw County Purchasing Division on behalf of the Saginaw County Parks and Recreation Department is issuing a Request for Proposal (RFP) for Lawn Maintenance Services at Ringwood Forest Park, Ring Road, St. Charles.

Sealed Proposals: Contractor will deliver **one (1) original** and **one (1)** copy to the following address:

Saginaw County Governmental Center (Courthouse)
Controllers Office
Attn: Kelly Suppes, Purchasing/Risk Manager
111 S. Michigan Avenue
Saginaw, MI 48602

by **11:00 a.m. on Wednesday, March 10, 2010**

Proposals received after the above cited time will be considered a late bid and will not be accepted.

- **Please place your bid in a sealed envelope with your company name and “SEALED RFP-Lawn Maintenance (Ringwood Forest)” clearly marked on the outside of the envelope.**
- **Please direct all questions regarding this RFP to Kelly M. Suppes at ksuppes@saginawcounty.com or (989) 790-5505.**

Thank you for your interest.

**SAGINAW COUNTY PARKS & RECREATION
REQUEST FOR PROPOSAL-LAWN MAINTENANCE SERVICES
RINGWOOD FOREST PARK (ST. CHARLES)**

I. PROPOSAL

Definitions: “County” is Saginaw County in Michigan

“Bidder” is an individual or business submitting a bid to Saginaw County.

“Contractor” is one who performs work or furnishes materials in accordance with a contract.

Purpose of Proposal: The Saginaw County Purchasing Department on behalf of the Saginaw County Parks and Recreation Department is issuing an RFP for Lawn Maintenance Services at Ringwood Forest Park, Ring Road, St. Charles.

Proposal Terms:

- A. Saginaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors qualifications and capabilities to provide the specified service, and other factors which Saginaw County may consider. The County does not intend to award a purchase order fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a purchase order would be awarded, and negotiations would be undertaken with the contractor whose proposal is deemed to best meet the County’s specifications and needs.
- B. Proposals must be signed by an official authorized to bind the contractor to its provisions for a least a period of 60 days. Failure of the successful bidder to accept the obligation of the award may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in duplicate. To be considered, original and one copy must be at the County Purchasing Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward concise description of contractor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. CONTRACTOR INFORMATION

The proposal should include the following information:

- A. Bidder's qualifications, years in business, staff profile and experience in providing the services required by this proposal.
- B. References: List three (3) references from current customers purchasing similar services. Include business name, contact name and telephone number.
- C. Describe the quantity of equipment and vehicles to be used for these services.
- D. Submit a copy of your Certificate of Insurance for:
 - Commercial General Liability including coverage for bodily injury, property damage, and all exposures related to the spraying of chemicals in the amount of \$1,000,000.
 - Automobile Liability including coverage for bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.
 - Workers' Compensation Coverage including employers' liability, as required by the State of Michigan and all applicable Federal laws.

**Contractor awarded bid will be required to name the County of Saginaw as an additional insured on the CGL policy.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement.

REPORTING OF CONTRACTOR

1. The Contractor is to report to the Parks and Recreation Department or its designee and will cooperate and confer with them as necessary in insure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
3. The County may review the Contractor's activities during the term of this contract.
4. After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

PERSONNEL

1. The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.
2. The Contractor will not hire any County employee for any of the required services without the County's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the county for any purpose.

INDEMNIFICATION AGREEMENT

The Contractor shall, at its own expense, protect, defend, indemnify and save harmless the County of Saginaw, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control for Saginaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

INSURANCE REQUIREMENTS

The Contractor will maintain at its expense during the term of this Contract, the following Insurance:

1. Comprehensive /Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The County of Saginaw shall be added as an "additional insured" on the CGL policy with respect to the services provided under this contract.
2. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance to comply with the provisions of Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
3. Workers' Compensation Insurance with Michigan statutory limits and Employer's Liability Insurance as required by the State of Michigan and all applicable Federal laws.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Saginaw County Purchasing/Risk Manager.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American with Disabilities Act.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, relation or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

ASSIGNS & SUCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor shall assign or transfer its interest in this Contract without the written consent of the other.

TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The Contractor assumes responsibility for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

PRACTICE AND ETHICS

The parties will conform to the code of ethics in their respective national and state professional associations.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the contractor, will be incorporated into this contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Saginaw County, Michigan.

AWARD

Saginaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors qualifications and capabilities to provide the specified service, and other factors which Saginaw County may consider. The County does not intend to award a purchase order fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a purchase order would be awarded, and negotiations would be undertaken with the contractor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the bid to a Single Contractor if it proves to be advantageous.

CONTRACT TERM

The contract is for a two (2) year term with the option for a third (3) and fourth (4) year providing the Contractor and County agree to the terms. The term will commence from the date of the award.

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RINGWOOD FOREST PARK (ST. CHARLES)**

SCOPE OF WORK

A. Invoices shall be submitted on a per service basis. Invoices must specify the date of services, location and total charges. Invoices will be paid within 20 days of receipt.

B. Services to be provided:

- 1) Bedding Area Maintenance: Maintain two (2) bedding areas set into the parking area and two (2) set around the park signs as follows:

Clean weed growth, leaf and debris material out as needed including Spring and Fall. Spray Roundup Pro or Killzall to kill or weed out by hand any undesired weeds and growth. Top flowers and remove debris. Prune one (1) existing Mugo Pine located in parking area. To be completed once a month with mowing operations during the May-October season.

- 2) Bedding Area Mulch

Furnish, deliver and install three (3) yards of cedar mulch into all (4) above mentioned bedding areas to reduce weed production and growth and retain moisture for bedding plants. To be done one time (early spring).

- 3) Lawn Maintenance-Call Basis Only

Mulch cut Spruce Alley (east of the front entry, behind locked gate) running back to the river. To be mowed approximately three (3) times during the season.

- 4) Lawn Maintenance-As Needed

Mulch cut lawn areas including main park, roadway border, boat ramp, and front entry approximately every 10 days or as needed. Light cleaning of parking area to include removal of debris and litter. Borders to be trimmed with line trimmer to be included. Limbs and sticks to be removed if hazardous to mowing operations.

- 5) Final Fall Cleanup

To be completed when final mulch cut of the grass for the season is completed. Blow leaves and debris into wooded borders and disburse to spread out. Mulch/grind any remaining leaf debris on the lawn areas. To be completed in November.

RFP EVALUATION

Each proposal submitted will be evaluated based on the following criteria including, but not limited to:

- a) Evaluation of the Contractor's proposed equipment and services; and
- b) Overall ability of the Contractor to meet the County's needs; and
- c) References given by the firm and those references opinion as to their experience and/or successful results with the Contractor; and
- d) Evaluation of the price quoted.

**SAGINAW COUNTY PARKS & RECREATION
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RINGWOOD FOREST PARK**

BID SHEET:

Ringwood Forest Park:

- | | |
|-------------------------------------|-----------------------|
| 1. Bedding Area Maintenance | Per Month: \$_____ |
| 2. Bedding Area Mulch | One Time Cost \$_____ |
| 3. Lawn Maintenance-Call Basis Only | Per Time: \$_____ |
| 4. Lawn Maintenance-As Needed | Per Cut: \$_____ |
| 5. Final Fall Cleanup (November) | One Time Cost \$_____ |

CONTRACTOR NAME: _____

Contractor Address: _____

Telephone Contact: _____ Email: _____

SIGNATURE: _____ **DATE:** _____