



BENTON HARBOR HOUSING REQUEST FOR QUOTE (RFP)

RFP Number:
GCUT-FY 2018-2020

RFP Title:
LAWNCARE (GRASS CUTTING) AND SNOW REMOVAL

RFP Due Date and Time:
January 3, 2018
4:00 p.m., Local Time

Number of Pages: 19

ISSUING AGENCY INFORMATION

Procurement Officer:
Sheila Hill

Issue Date:
November 30, 2017

Benton Harbor Housing Commission
721 Nate Wells Drive
Benton Harbor, Michigan 49022

Phone: (269) 927-3546 ext. 15
Fax: (269) 927-6112
TDD Users Dial: (269) 927-6511

Website: bbhcommission.org

INSTRUCTIONS TO RESPONDANTS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR QUOTE
AND ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

RFP Number: GCUT-FY 2018-2020
RFP Due Date: January 3, 2018

Special Instructions:
**Mark face of envelope/package
'BHHHC-Lawncare / Snow Removal'
and company name**

RESPONDANTS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

RESPONDANTS Name/Address:

Authorized RESPONDANTS Signatory:

(Please print name and sign in ink)

RESPONDANTS Phone Number:

RESPONDANTS FAX Number:

RESPONDANTS E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Benton Harbor Housing Commission:

- **BHHC Procurement Policy -*Electronic copies of BHHC Procurement Policy can be viewed on the Agency Website- bhhcommission.org.***
- **24CFR 85.36 rev - *A copy of the HUD Procurement Handbook can be viewed at HUD.gov website, under the handbook section.***
- **Compliance with Section 3 of the Housing & Urban Development Act of 1968**
- **Assistance to Small and other Businesses and Lower Income Persons**
- **The individual or company must be authorized to do business in the City, of Benton Harbor, State of Michigan,**
- **It is incumbent upon respondents to provide acceptable evidence of their ability to meet the requirements**

TABLE OF CONTENTS

	<u>PAGE</u>
Standard Terms and Conditions	2
Section 1: General Requirements	4
1.0 Introduction	4
1.1 Contract Term	4
1.2 Instructions to RESPONDANTS	4
1.3 Pre-QUOTE Conference	5
1.4 QUOTE Submission	5
1.5 Change or Withdrawal of QUOTES.....	5
1.6 Awards	6
Section 2: Delivery Requirements	7
2.0 Delivery Requirements	7
Section 3: Special Terms and Conditions	8
3.0 Preference Not Applied	8
3.1 Purchasing Card	8
3.2 On-Site Requirements/Cleanup	8
3.3 Meetings	8
3.4 Compliance with Workers' Compensation Act	9
3.5 Insurance Requirements	9
3.6 Patent and Copyright Protection	9
3.7 Contractor/Vendor Performance Assessments	10
3.8 Contractor/Vendor Registration	10
3.9 Contractor/Vendor Withholding	10
3.10 Michigan Prevailing Wage Requirements	10
3.11 Contract Termination	10
Section 4: Specifications and Pricing Schedule	11
4.0 Equivalent Products OR Specific Brand	11
4.1 Prices	11
4.2 Item-by-Item Award	12
4.3 Specifications and Pricing Schedule.....	12
Section 5: Scope of Services	13
5.0 Scope of Services Lawn Care (Grass Cutting)	13
Scope of Service Snow Removal.....	16
RFP Checklist	19

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The BENTON HARBOR HOUSING COMMISSION, (hereinafter referred to as "BHHC" The terms "BHHC" means the public body issuing this solicitation for services and with whom the successful RESPONDANT will enter into an agreement) is soliciting PROPOSALS for Agency wide Landscaping Services a more complete description of the supplies and/or services sought is provided in Section 4 of this RFP. COST BREAKDOWNs submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 2 years beginning 2018 and ending 2020. Renewals of the contract, by mutual agreement of both parties, may be made at 2-year intervals, or any interval that is advantageous to BHHC. This contract, including any renewals, may not exceed a total of 4 years, at the option of BHHC.

1.2 INSTRUCTIONS TO RESPONDANTS

1.2.1 Procurement Officer Contact Information.

Contact information for the procurement officer is as follows:

Procurement Officer: Sheila Hill

Address: 721 Nate Wells Drive - Benton Harbor, Michigan 49022

Telephone Number: (269) 927-3545 ext. 15

Fax Number: (269) 927-6112

E-mail Address: sheila_hill2@sbcglobal.net

1.2.2 Examination of Solicitation Documents and Explanation to RESPONDANTS.

RESPONDANTS are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the RESPONDANTS. Should the RESPONDANTS find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the RESPONDANTS shall promptly notify the procurement officer in writing. The RESPONDANTS making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. BHHC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the RFP is amended, then all terms and conditions which are not modified remain unchanged. It is the RESPONDANTS's responsibility to keep informed of any changes to the solicitation. **RESPONDANTS must sign and return with their QUOTE an Acknowledgment of Addendum for any addendum issued.** QUOTES that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the COST BREAKDOWN, the unit price will govern. In a lot, the lot price will govern.

1.2.6 QUOTE Preparation Costs. The costs for developing and delivering responses to this RFP are entirely the responsibility of the RESPONDANTS. Benton Harbor Housing Commission is not liable for any

expense incurred by the RESPONDANTS in the preparation and presentation of their QUOTE or any other costs incurred by the RESPONDANTS prior to execution of a purchase order or contract.

1.3 PRE-QUOTE CONFERENCE

NO Pre-QUOTE Conference will be conducted

1.4 QUOTE SUBMISSION

1.4.1 QUOTES - QUOTES must clearly indicate that they are in response to **GCUT-FY 2018-2020**. ***QUOTES will be received at the receptionist's desk of Benton Harbor Housing Commission.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the QUOTE.

1.4.2 RESPONDANTS's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the QUOTE. The RESPONDANTS's signature on a QUOTE in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude BHHC from obtaining the best possible supply or service.

1.4.3 Alternate QUOTES. Contractor/Vendors may submit alternate QUOTES (a QUOTE on supplies other than specified). Alternate QUOTES are considered only if the contractor/vendor is the lowest responsible contractor/vendor on their primary QUOTE. QUOTES must be clearly identified as "Primary" and "Alternate."

1.5 CHANGE OR WITHDRAWAL OF QUOTES

1.5.1 Change or Withdrawal PRIOR to QUOTE Closing Date. Should any RESPONDANTS desire to change or withdraw a QUOTE they may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above.

1.5.2 Change AFTER Submission of QUOTE. After submission QUOTES may not be changed except to correct patently obvious mistakes and minor variations.

1.6 AWARDS

1.6.1 Basis for Award. QUOTE award, if made, will be to the responsive and responsible RESPONDANTS who offers the lowest cost to Benton Harbor Housing Commission in accordance with the specifications set forth in this invitation for QUOTE.

1.6.2 Rejection of QUOTES. While Benton Harbor Housing Commission has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Benton Harbor Housing Commission to award and execute a contract. Upon a determination such actions would be in its best interest, Benton Harbor Housing Commission, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any QUOTE; or
- If awarded, terminate any contract if Benton Harbor Housing Commission determines adequate funds are not available.

Signature Company Name

Print Name Company Address

Title City St. Zip

Telephone # Fax #

Federal Tax ID # Email Address

The above individual is authorized to sign on behalf of company submitting the quote/proposal. Quote/Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order / Notice to Proceed. Failure to comply with the requirements may invalidate a RESPONDANTS's quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor/Vendor shall deliver all items described in this QUOTE as soon as possible but no later than **3 business days** after receipt of purchase order / Notice to Proceed from Benton Harbor Housing Commission.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the Commission's premises," as used in this clause, means free of expense to Benton Harbor Housing Commission and delivered to the location specified. The Contractor/Vendor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this RFP;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the RFP;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by Benton Harbor Housing Commission at the delivery point specified in the RFP;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Delivery Locations.

Administrative Office - 721 Nate Wells Drive

BUSS Development - 925 Buss Ave.

Harbor Towers - 250 East Wall Street

Benton Harbor, MI 49022

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved.

3.1 PURCHASING CARD

Benton Harbor Housing Commission WILL NOT participate in the Purchasing Card Program.

3.2 ON-SITE REQUIREMENTS/CLEANUP

Each potential Contractor/Vendor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful Contractor/Vendor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor/Vendor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor/Vendor shall be responsible for all damages or injury due to their action or neglect.

The Contractor/Vendor shall maintain access to all phases of the project pending inspection by Benton Harbor Housing Commission or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor/Vendor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor/Vendor fail to respond to the notice or not remedy the defects, Benton Harbor Housing Commission may have the work corrected at the Contractor/Vendor expense.

In terms of cleanup, the Contractor/Vendor shall:

- (a) Keep the premises free from debris and accumulation of waste;
- (b) Clean up any type of product spill;
- (c) Keep machinery clean and free of weeds;
- (d) Remove all construction smears and stains from finished surfaces;
- (e) Perform finishing site preparation to limit the spread of noxious weeds before final payment by Benton Harbor Housing Commission; and
- (f) Remove all construction equipment, tools, and excess materials before final payment by BHHC.

3.3 MEETINGS

The Contractor/Vendor is required to meet with Benton Harbor Housing Commission, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor/Vendor and BHHC in the performance of their respective obligations, at no additional cost to BHHC.

Meetings will occur as problems arise and will be coordinated by BHHC or a designated representative.

The Contractor/Vendor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor/Vendor option and expense, a

conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

3.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor/Vendor(s) are required to comply with the provisions of the Michigan Workers' Compensation Act while performing work for the State of Michigan. Proof of compliance must be in the form of workers' compensation insurance, an independent Contractor/Vendor exemption, or documentation of corporate officer status. Neither the Contractor/Vendor nor its employees are employees of Benton Harbor Housing Commission. This insurance/exemption must be valid for the entire term of the contract.

3.5 INSURANCE REQUIREMENTS

3.5.1 General Requirements. The Contractor/Vendor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor/Vendor, agents, employees, representatives, assigns, or sub-Contractor/Vendor(s). This insurance shall cover such claims as may be caused by any negligent act or omission.

3.5.2 Primary Insurance. The Contractor/Vendor(s) insurance coverage shall be primary insurance with respect to the Agency, its officers, officials, employees, and volunteers and shall apply to the project and location. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees or volunteers shall be excess of the Contractor/Vendor's insurance and shall not contribute with it.

3.5.3 Specific Requirements for Commercial General Liability. The Contractor/Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000.00 per occurrence and \$500,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor/Vendor or its officers, agents, representatives, assigns, or sub-Contractor/Vendor(s).

3.5.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor/Vendor, the Contractor/Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

3.5.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a rating of no less than A- indicating compliance with the required coverage has been received by the Agency Procurement Office. The Contractor/Vendor must notify the Agency immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Agency reserves the right to require complete copies of insurance policies at all times.

3.6 PATENT AND COPYRIGHT PROTECTION

3.6.1 Third Party Claim. In the event of any claim by any third party against the Agency that the products furnished under this contract infringe upon or violate any patent or copyright, the Agency shall promptly notify Contractor/Vendor. Contractor/Vendor shall defend such claim, in the Agencies name or its own name, as appropriate, but at Contractor/Vendor(s) expense. Contractor/Vendor will indemnify the Agency against all costs, damages, and attorney's fees that accrue as a result of such claim. If the Agency reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

3.7 CONTRACTOR/VENDOR PERFORMANCE ASSESSMENTS

The Agency may do assessments of the Contractor/Vendor 's performance. This contract may be terminated for one or more poor performance assessments. Contractor/Vendor s will have the opportunity to respond to poor performance assessments. The Agency will make any final decision to terminate this contract based on the assessment and any related information, the Contractor/Vendor response and the severity of any negative performance assessment. The Contractor/Vendor will be notified with a justification of contract termination. Performance assessments may be considered in future IFQs.

3.8 CONTRACTOR/VENDOR REGISTRATION (for construction)

For Contracts \$100,000.00 or more that exceeds the agency Small Purchase threshold the Contractor/Vendor will be registered with the State of Michigan Contractor/Vendor Registration Department.

3.9 CONTRACTOR/VENDOR WITHHOLDING (for construction)

For Contracts \$100,000.00 or more that exceeds the agency Small Purchase threshold a deductible of 20% will be retained against each AIA draw request. This retention deduction will be held until job completion pursuant to all required final inspections, product warranty documents and Contractor/Vendor s' completion certification is complete.

3.10 PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, BHHC 'Agency' requires that Contractor/Vendor s and subContractor/Vendor s give preference to the employment of Agency residents for any public contract, for construction or non-construction services. Unless superseded by federal law, each Contractor/Vendor shall ensure that a percentage of the Contractor/Vendor 's workers performing labor on a construction project are bona fide Agency/ Benton Harbor residents.

In addition, unless superseded by federal law, all employees working on a public contract shall be paid prevailing wage rates in accordance with Michigan Department of Labor and Industry has established the standard prevailing rate of wages, and all administrative rules adopted pursuant thereto.

Each Contractor/Vendor, subContractor/Vendor, and employer must maintain payroll records in a manner readily capable of being certified for submission for not less than three years after the Contractor/Vendor's, subContractor/Vendor s, or employer's completion of work on the public contract.

The Michigan Department of Labor and Industry has established the standard prevailing rate of wages. General Decision Wage #: (Determined at time of Contract)

3.11 CONTRACT TERMINATION

3.11.1 Termination for Cause with Notice to Cure Requirement.

The Agency may terminate this contract for failure of the Contractor/Vendor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor/Vendor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **ten (10) days**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this QUOTE must be satisfied, or a functional equivalent QUOTE submitted, which is acceptable to the State. RESPONDANTS who do not meet this criterion may be disqualified from further consideration. A RESPONDANTS must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the RESPONDANTS must be clearly identified on the QUOTE forms.

4.1 PRICES

4.1.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this RFP, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. QUOTE prices shall include any and all transportation costs. The Contractor/Vendor shall be paid, except as otherwise stated in this RFP, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed QUOTE price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor/Vendor in accomplishing the work in accordance with the provisions of the contract.

Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4.2 ITEM-BY-ITEM AWARD

Awards will be made on an **Item-by-item** basis. Failure of a RESPONDANTS to provide prices for all line items listed on the Schedule may be cause for rejection of the entire QUOTE. However, a RESPONDANTS may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

4.3 SPECIFICATIONS AND PRICING SCHEDULE

Specifications provide a precise description of the critical features a supply or service must have to satisfy an agency's needs. A specification should be written from the general to the specific. The following outline may be used as a guideline:

1. **Name of Supply or Service:** Begin a specification by listing the name of the supply or service sought: "compact sedan," for example, or "photocopier maintenance." Do not list a specific brand name in the title.
2. **Purpose/Use for Supply or Service:** State the purpose for which the item will be used. For example, a lawn mower specification might be: "suitable for daily use (4-6 hours) on a large grounds complex." Vendors should know the intended use to decide what type of product to QUOTE.
3. **Description of Supply or Service:** List all the critical features the product must perform or have to meet agency requirements. Use a specification that indicates **performance** requirements if the agency is interested in the end product. Use a **design** specification, which details how a product is engineered, if the agency is interested in how a product will achieve that end result, or if the agency has a specific physical requirement for the product.
Identify the minimum requirements, but make sure the stated minimum is a product that will satisfy the agency. If there are **brand-name-or-equal** products that are of the appropriate quality level, list several of the brand names and model numbers, indicating the level or quality desired. However, this does not indicate a restriction to or acceptance of only those brands.
If a single brand name is necessary to provide the necessary quality, written justification must be provided.
4. **List Special Requirements:** Provide any special requirements that the product or vendor must perform. Warranty, service, parts, and training requirements must be listed.
5. **Unusual Conditions:** Describe any unusual conditions, such as installation, field test, fiscal year funding source, etc.
6. **Receiving Procedures:** Describe if necessary, any receiving procedures (if testing, sampling, or other evaluation will be performed when commodity is delivered to determine acceptability).

Cost per Each: \$ _____
Extension for ():: \$ _____
Brand/Model QUOTE: _____
Warranty: _____

5.1 SPECIFICATIONS SCOPE OF SERVICES

Scope of Services

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform lawn cutting services as specifically outlined in this section.
2. All fieldwork shall be performed under the supervision of a qualified contractor. Operators shall be licensed for all functions, including electrical lawn mowing equipment including riding mowers and/or hand pushed mowers, and/or weedwhackers per work as required.
3. The vendor shall ensure that employees comply with all State Industrial regulations and practices.
4. Any vendor having employees working on or near a street shall comply with Berrien County and Michigan State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic directing devices in the roadway shall utilize the current traffic specifications. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
5. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
6. Onsite Manager shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written.
Contractor/Vendor may choose to:
 - a. Require the vendor to rectify the deficiency within 24 hours and/or,
 - b. Collect liquidated damages as specified in the Contract.
7. The vendor shall establish a bi-weekly work schedule. The lawnmowing shall be scheduled on day(s) and time(s) as mutually agreed upon by BHHC and the vendor. BHHC will not compensate the vendor for overtime hours.
 - a. Intensive work such as mowing, edging, and blowing done at the home sites shall not commence before 7:00 am on weekdays and 9:00 am on weekends and it is advisable that this work normally be completed before 4:30 pm.
8. Each employee must have visible identification listing employee's name and identifying the vendor.
9. The vendor shall provide proof of State of Michigan, Business License.
10. The vendor or his/her employees shall not remove or consume any property belonging to BHHC or BHHC's employees. This includes any articles that may be deposited for disposal in trash receptacles.
11. Equipment and supplies belonging to BHHC shall not be transferred from one job site to another by the vendor without permission of BHHC Onsite Manager.
12. The vendor and his/her employees may not use BHHC property, including telephones, for personal use unless given permission by BHHC Onsite Manager.
13. The vendor shall be issued necessary gate and storage access key set(s). In no case shall the vendor make duplicates of any BHHC keys.
14. The vendor and his/her employees shall ensure that all gates giving access to BHHC facilities are secured. Failure to properly secure BHHC facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.
15. The vendor shall report any damage or potential hazard involving facility property immediately to the BHHC Onsite Manager during normal business hours, 8:00 am – 5:30 pm.

16. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect the residents from injury. It is the vendor's responsibility to provide close supervision of lawn care operations and management of the work sites.

17. Incidents, altercations or accidents involving facility visitors, vendor's employees or BHHC's employees shall be reported to the BHHC Onsite Manager in a timely manner. The BHHC Onsite Manager, at his/her discretion, may require a written report from the vendor describing the incident or accident.

18. The vendor shall replace, at the vendor's own expense, any materials requiring replacement through negligence resulting from the vendor's failure to provide maintenance in accordance with the provisions herein.

Potential Bi-Weekly Tasks All Locations:

- 1) Inspect lawn areas for any bare spots. Reseed as necessary.
- 2) Inspect sidewalks and parking lots for weed control.
- 3) Provide documentation indicating where/when the above work has been completed on a bi-weekly basis. Report to be submitted to the Facilities Management Director and/or his designee.

BHHC is requesting pricing for each of the areas listed below by facility. In addition, the agency is requesting pricing for the bi-weekly tasks if done on an as needed basis.

Spring/Fall Clean Up- Weed and Edging
Price for bi-weekly task list*

Administrative Building	721 Nate Wells Drive Benton Harbor, MI
Harbor Towers	250 East Wall Street Benton Harbor, MI
Buss Housing Development	925 Buss Ave. Benton Harbor, MI

**PRICING FOR SERVICE ON AN AS NEEDED BASIS per location
POTENTIAL Bi-WEEKLY TASKS Price**

- Fertilizer
- Provide weeding, trash removal
- Inspect lawn areas for any bare spots.
- Reseed as authorized.
- Inspect sidewalks and parking lots for weed control.

B. Equipment and Supplies

- 1. The vendor shall furnish all tools, material, supplies and equipment to perform Ground Lawn Services as specifically outlined in this section.
- 2. BHHC will supply fertilizers, chemicals and the like for servicing the facilities.
- 3. The vendor shall supply all necessary data sheets and meet requirements to comply with the State OSHA Regulations.

C. Waste/Materials Disposal

- 1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon BHHC property or any property contiguous thereto.
- 2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs.
 - a. The vendor holds BHHC faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.

3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

D. Maintenance Task I: Lawn Care

1. General Lawn Care

- a. Mowing shall be done bi-weekly during the growing season, from March through October. Mowing from November 1 to February 28/29 shall be at the discretion of BHHC.
- b. The vendor shall maintain all lawns, including common area turf, and park turf sites covered by this agreement in a healthy, neat, trim, and growing condition.
- c. The vendor shall remove and dispose of all paper, rubbish or debris from a mow area prior to mowing.
- d. Fine turf mowing shall be mowed to a height range of one and one-half (1 ½) to two and one-quarter (2 ¼) inches.
- e. All rough mowing turf shall be mowed to a height of four (4) to six (6) inches.
- f. Collection of grass clippings is required only to prevent grass clumps from being left on the turf. A mulching mower may be used when an acceptable appearance is obtained (no clumps or excessive grass left behind). Due to safety concerns, the use of side-discharge, non-collecting type mowers are prohibited in the areas of adjoining pedestrian or vehicle access.
- g. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- h. The vendor is to supply a monthly mow schedule by the first of each month. All mowing must be started and finished on the same day.
- i. Any property damage resulting from the use of mowing equipment shall be the responsibility of the vendor.

2. Line Trimming

- a. Turf around posts, fences, trees, shrubs, and other obstacles shall be trimmed. Care shall be taken not to damage structures or trees with equipment.
- b. Turf around vaults, valve boxes, and irrigation heads shall be trimmed as necessary to ensure proper access and operation.
- c. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- d. Any property damage resulting from the use of trimming equipment shall be the responsibility of the vendor.

3. Edging

- a. Lawn edges shall be edged at sidewalks, curbs, walls, fences, foundations, pathways, shrub beds, tree trunks, poles, and formal edges.
- b. Edging shall be done by powered edging equipment, unless otherwise approved by the BHHC Onsite Manager.
- c. Caution shall be used to prevent chipping of concrete structures by edging equipment.
- d. Hard surfaces shall be cleaned free of grass and debris resulting from this task.
- e. Any property damage resulting from the use of edging equipment shall be the responsibility of the vendor.

infestation shall be trimmed back by tractor-mounted mowers where access allows or by scythes, line trimmers or manual methods on rough, stony or inaccessible areas.

H. Maintenance Task V: Other Services

1. Leaves shall be removed from all vendor maintained areas. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable, otherwise accumulations shall be removed from the site.
2. All litter and animal feces shall be removed from vendor maintained areas. The vendor

shall remove litter from the site for disposal. The vendor shall empty all trash receptacles at the parks and replace liners, as needed. DGRA shall be responsible for supplying the liners (3 mil).

3. The vendor shall provide brush control of all native areas where the edges meet lawn and trail areas. All brambles, low hanging branches or other hazards shall be trimmed back using appropriate hand-held machinery.

4. Windfall branches and debris shall be removed from all vendor maintained areas for disposal by the vendor. Wind fallen trees are not part of this contract and will be handled at the request of the BHHC Onsite Manager.

5. Manual watering shall be administered as indicated in "Form 4" to landscaped areas not covered by automatic irrigation systems. The amount of water applied should ensure plant viability with adequate moisture throughout the root zones of the various plant material present i.e. trees, shrubs, groundcovers, and annuals.

5.1a SPECIFICATIONS SCOPE OF SERVICES

Snow Removal Services

SCOPE OF WORK: The contractor shall furnish all labor and equipment for clearing snow from areas as specified below during the months of November, December, January, February, March and April.

Administrative Building	721 Nate Wells Drive Benton Harbor, MI
Harbor Towers	250 East Wall Street Benton Harbor, MI
Buss Housing Development	925 Buss Ave. Benton Harbor, MI

VISITING SITES • The Contractor shall be responsible for:

- Prior to beginning snow removal operations, a successful bidder shall check each site and note if the site has any damaged equipment, railings, shrubbery, trees, fences, etc., to establish record for possible obligations and liability claims due to storms and or snow damage and/or snow removal damage.
- A successful bidder shall identify meandering sidewalks on the sites that are not well defined, prior to the first snowfall to properly define locations and to protect Owner's property.

CONDITIONS REQUIRING SNOW REMOVAL

The Contractor shall be responsible for executing snow removal operations as the following conditions develop:

1. Whenever two (2) inches or more of snow accumulation occurs during the night preceding a regular business day or since the last plowing effort. Two (2") minimum will be based upon Weather Reports and total accumulation issued by the Weather Bureau.
2. Whenever a two (2) inch accumulation occurs on specified areas on Saturday, Sunday, and/or holidays, it shall promptly be removed. EXAMPLE: A two (2) inch accumulation on Saturday should not be allowed to lie until the following Sunday night.
3. Contractor will blow two (2) inch snowfall over the side of Parking structure. This can only be done between the hours of 10:00 p.m. and 6:00 a.m.

EQUIPMENT • A successful bidder may be required to prove available possession, by ownership title or lease agreement, the equipment the Owner deems necessary for proper removal of snow, before being awarded a contract.

- Contractor must use plow equipment with rubberized edges on the plow itself. This is required for all Parking Deck Structures to protect surface coatings.
- The Contractor shall be responsible for arranging supplemental service or labor in case of mechanical breakdown or illness. It shall be the Owner's prerogative to reject a bid, if in the Owner's opinion, the bidder does not satisfy the requirements of supplemental equipment and personnel.
- The Owner reserves the right to reject any bid, or terminate the contract, if in the Owner's judgment, the equipment owned or leased by bidder is inadequate for satisfactory removal of snow by reason of condition, size, or amount.
- Operators handling of snow removal equipment shall be experienced and exercise sound judgment in placing snow where it will not damage shrubbery or obstruct passageways, entrances, crosswalks, steps, etc.
- Operators shall not push snow from BHHC property into City streets unless it is banked on the side of the street bordering its property.
- Open areas such as parking lots shall be plowed neatly and smooth with a minimum of windrow drifts resulting from plowing passes.

NOTE: The Contractor shall make every effort in early season plowing, to push snow back as far as practical, to make room for subsequent snow. However, if a significant amount of snow accumulates throughout the year, snow may be required to be hauled away at BHHC's discretion.

RESPONSIBILITY FOR DAMAGES • Any damage to caused by the Contractor or their operators shall be corrected by the Contractor to the complete satisfaction of the Owner, prior to final contract payment.

COMMUNICATION BETWEEN OWNER AND CONTRACTOR

- It shall be the prerogative of the owner to request the Contractor to notify the Owner when the Contractor intends to commence snow removal operations between 10:00 p.m. and 6:00 a.m.
- The Contractor shall be available by telephone, either personally or through an associate, during snowfall periods and immediately after a snowfall. A telephone answering service is acceptable only if calls are returned in less than a one-hour period during the hours of 5:00 p.m. to 8:00 p.m.
- The Owner will make two (2) attempts to reach the Contractor, by telephone, to notify the Contractor of Owner's intent to perform portions of Work not satisfactorily performed by the contractor. If the Contractor cannot be reached, payment for services may be adjusted.

SAFETY Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related.

Prices quoted will be firm for the first year of the contract. Owner reserves the right to extend the agreement for a 2nd and/or 3rd year.

ATTACHMENT A

SNOW REMOVAL BID FORM Benton Harbor Housing Commission requests quotation for snow removal per the specifications above. Bidders may submit quotations on one or more sites, if they so desire.

NOTE: Two prices shall be submitted:

1. General plowing (clearing of snow with light equipment, i.e. – truck w rubberized plow, snow blowers, etc.)
2. Heavy Duty Snow Removal with use of heavy equipment such as loader, trucks for hauling, etc. (removal of snow from designated areas with off-site disposal/ dumping)
3. Pricing should reflect all Locations

Administrative Building	721 Nate Wells Drive Benton Harbor, MI
Harbor Towers	250 East Wall Street Benton Harbor, MI
Buss Housing Development	925 Buss Ave. Benton Harbor, MI

General Plowing per occurrence	General plowing per season	Heavy duty Removal per occurrence	Heavy duty removal per season
--------------------------------	----------------------------	-----------------------------------	-------------------------------

\$_____	\$_____	\$_____	\$_____
\$_____	\$_____	\$_____	\$_____
\$_____	\$_____	\$_____	\$_____

Miscellaneous General Plowing (per hour) \$_____

RFP Checklist

Have you remembered to:

- Check our website for the latest addendum to the RFP
- Sign each "Acknowledgment of Addendum" if required
- Sign your QUOTE on our cover sheet
- Mark your mailing envelope or box with the RFP number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the RFP
- Initial all QUOTE/pricing changes you made
- QUOTE F.O.B. Destination (Ship To: Address) Freight Prepaid

Authorized Signature and Attestation

I, the undersigned, an authorized representative of _____, whose address is _____, have read and thoroughly understand the specifications, instructions and all other conditions of the RFP – Accounting Services issued by Benton Harbor Housing Commission for Accounting Services for the fiscal years ended September 30, 2018, thru September 30, 2020.

Acting on behalf of my accounting firm, which is listed above, I do attest that the services offered by us meet BHHC’s specifications in every respect (check one)
_____ without exception / _____ with exception.

We, therefore, offer and make this bid to furnish BHHC the Accounting Services detailed in this proposal, at the price indicated.

Date: _____

Signature: _____

Printed Name: _____

Title: _____