March 21, 2022

CITY COUNCIL MINUTES

Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Mowing and Yard Assistance Services

Resolution #2022-03-045-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** contracts for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidder, *Zimmerman Lawn & Snow of Roseville, MI*, as the primary contractor, and *Brantley Development, LLC of Inkster, MI*, as secondary contractor at unit prices contained in the bid tabulation opened March 3, 2022; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire December 31, 2023.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractors' submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

CITY OF TROY Community Affairs 500 W BIG BEAVER RD TROY, MI 48084

CITY OF TROY Community Affairs 500 W BIG BEAVER RD TROY, MI 48084

PURCHASE ORDER

No. 2022-00001343 **DATE:** 05/03/2022 **PAGE:** 1 of 1

FOB DESTINATION

EXPIRATION DATE 12/31/2022 COUNCIL RESOLUTION 2022-03-045-J-4e

VENDOR NO. 148841

ZIMMERMAN LAWN & SNOW 26830 FERNWOOD ROSEVILLE, MI 48066

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,690	Each	CDBG Yard Assistance - Mow Single Lots - Less than 1 acre 2022 Yard Assistance: Mow single lots - Average 100x180ft. Estimated 65 lots times 26 mows	27.0000	\$45,630.00
650	Each	CDBG Yard Assistance - Mow Double Lots - 1-2 acres 2022 Yard Assistance: Mow Double Lots - 1-2 acres, Estimated 25 lots times 26 mows	35.0000	\$22,750.00
130	Each	CDBG Yard Assistance - Yard Clean-Up - Single Lots Yard Assistance - Yard Clean-Up Single Lots, Estimated 65 Lots	54.0000	\$7,020.00
50	Each	times 2 clean-ups CDBG Yard Assistance - Yard Clean-Up - Double Lots Yard Assistance - Yard Clean-Up for 1-2 acres - estimated 25 lots times 2 clean-ups	75.0000	\$3,750.00
		MICHIGAN		
		Entered By: Andrew Chambliss		\$79,150.00

Special Instructions:

Council Award Date: 3/21/22 Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications - Mowing and Yard Assistance Services - Certificate of Insurance and Endorsement shall be on file for duration of the project

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
- In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a codefendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

Opening Date: 03/03/2022 Date Reviewed: 03/03/2022

CITY OF TROY BID TABULATION

LAWN AND YARD SERVICES FOR YARD ASSISTANCE PROGRAM

	Zimmerman Lawn &	Brantley Development	
Vendor Name:	Snow	LLC	ANR Property Mgmt.
City:	Roseville, MI	Inkster, MI	Utica, MI
Check Amount:	\$1,500.00	\$1,500.00	\$1,500.00
Check Number:	2397390	353102	9415215988

PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM

PROPOSAL A: Lawn Car	e Services for th	ne Yard As	ssistance Program		
Est.	scription		Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call
72 Lawn-care service at Lots home, up to one acre	a residential City	of Troy	\$27.00	\$34.75	\$45.00
	Lawn-care service at residential City of Troy		\$35.00	\$42.25	\$135.00
PROPOSAL A ESTIMATI		/eeks):	\$73,294.00	\$92,514.50	\$171,990.00
PROPOSAL B: Yard Clea	n up for the Yard	d Assistan	nce Program		
Est. No. De	scription		Price for Yard Clean- up per Each Service Call	Price for Yard Clean- up per Each Service Call	Price for Yard Clean- up per Each Service Call
72 Yard clean-up at a res		oy home,	\$54.00	\$65.00	\$250.00
25 Yard clean-up at residues to two acres		y home,	\$75.00	\$85.00	\$350.00
PROPOSAL B ESTIMAT	ED TOTAL (2 W	eeks):	\$11,526.00	\$13,610.00	\$53,500.00
GRAND TOTAL BOTH	I SERVICES (Es	timated):	\$84,820.00	\$106,124.50	\$225,490.00
REFERENCES:		Y or N	Υ	Υ	Υ
CONTACT INFORMATION:	Daytime #		586-484-1721	810-610-0427	586-524-9911
	24 Hour #		586-484-1721	810-610-0427	586-484-1721
	Contact Name		John Purdue	Stanley Brantley	Alex Casinelli
	Hrs. of Operatio	n	7am - 7pm	7am - 7pm	7:30am - 5:00pm
INSURANCE MET:		Y or N	Υ	Υ	Υ
PAYMENT TERMS:			Net 10 days	Not Specified	Net 30
EXCEPTIONS:			None	None	None
ALL OR NONE AWARD:		Y or N	Υ	N	N
ACKNOWLEDGEMENTS:		Y or N	N	Υ	Υ
VENDOR QUESTIONNAIRE: Y or N		Υ	Υ	Υ	
EXPERIENCE:					
Years of experience doing this type of work:		Over 35 Years	15 Years	12 Years	
Years of experience doing CDBG work:		Over 20 Years	10 Years	Since 2008	
Mowing equipment owned by Firm provided: Y or N		Υ	Υ	Υ	
FORMS:		Y or N	Y	Υ	Υ

Low Total Bidder

ATTEST:

(*Bid Opening conducted via a Go-To Meeting)

Andrew Chambliss
Heather Chomiak
Cindy Stewart

Emily Frontera Purchasing Manager



CITY OF TROY BID PROPOSAL

ITB-COT 22-17 Page 1 of 6

The undersigned proposes to furnish SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON in accordance with the specifications, which are an integral part of this proposal, at the following prices:

COMPANY NAME	Z:MMERMAN	Lawn	+ SNOW	
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PROPOSAL A: LAWN CARE SERVICES FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	Price for Lawn Care Service per Each Service Call
72 Lots	Lawn-care service at a residential City of Troy home, up to one acre.	\$ 27.00
25 Lots	Lawn-care service at residential City of Troy home, one acre to two acres.	\$ 35.00

PROPOSAL B: YARD CLEAN UP FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	Price for Yard Clean-up per Each Service Call
72 Lots	Yard clean up at a residential City of Troy home, up to one acre.	\$ 54.00
25 Lots	Yard clean-up at residential City of Troy home, one acre to two acres.	\$ 75.00

NOTE: Proposals A & B depend upon Community Development Block Grant Funding (CDBG) sources being approved. Businesses owned by women or minorities are strongly encouraged to apply. The City reserves the right to cancel either one of the proposals or cancel the entire contract if funding is not approved.

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants.

GENERAL:

Approximately 97 residents have qualified and will participate in the Yard Assistance Lawn Care Program. Due to the nature of this program, the number of homeowners will change throughout the term of the contract. The successful contractor will be notified as changes are made. The City of Troy prefers companies with CDBG experience.

INFORMATION:

For additional general information or questions about the specifications, please contact Cindy Stewart, Community Affairs Director, at (248) 524-1147 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Bid Proposal Yard Assistance Program Page 2 of 6

SITE INSPECTION

The City does not provide addresses for the CDBG Yard Assistance program prior to the awarding of the bid for safety and confidentiality purposes. Lists with the addresses, contact information and lot size (as recorded by the Assessing Department) are provided to the contractor performing the service. All sites are located in the City of Troy. Sizes will be one of the following: **Residential up to one acre, and Residential up to two acres.**

The evaluation and award of this bid shall be a combination of factors including, but not limited to the following: prior experience performing service for the City of Troy, bid price, professional competence, experience working with CDBG contracts, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves to right to award this bid to the lowest qualified bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City's best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to the following: bid price, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest acceptable total bidder meeting specifications; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest

It is the intent of the City to qualify one Primary and one Secondary contractor to provide Lawn and Yard Services. In the event the Primary contractor has not responded to requests for service under the terms of the contract, the Secondary contractor will be contacted. If necessary, the City of Troy reserves the right to consider the Primary contractor in default of contract, and to award the entire contract to the Secondary contractor under the same prices, terms and conditions as originally bid.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase order will be released upon the City's acceptance of the specified insurance. A contract document/agreement will be issued to the awarded vendor, in accordance with the terms and conditions as outlined in the Oakland County CDBG, Public Service Contract.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

		Zimmerman Lawn & Snow
COMPANY	NAME:	

Bid Proposal Yard Assistance Program Page 3 of 6

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 15 days written notice due to poor performance. The City of Troy Public Works Director or his designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final

DOWN PAYMENTS OR PREPAYMENTS:

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City will pay only for the actual number of homes serviced. The successful contractor will provide a monthly invoice along with a schedule showing the date that each location was serviced. The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

REFERENCES

COMPANY NAME:

	s that your company list at by your company. Include		izations who have recently had 3 prior experience, if any.
	ladison Heights	•	
	· · · · · · · · · · · · · · · · · · ·		
PHONE: 248-545-3	3464 CONTAC	CT: Heather Parker	•
EMAIL: <u>HeeatherPark</u>	er@Madison-Heights.org]	
COMPANY: Macomb	Community Action		
ADDRESS:	A CONTAC	T. FE-1-4-0	die
			ale
COMPANY: Oakview	Apts.		
AUDRESS:	OCONTAC	CT: Doug	
EMAIL:	OONTA	Ji. Doug	4
CONTACT INFORMA The contractor will provide contact person, along with	ompletely the attached ger ATION: de a daytime phone number th hours of operation.		nd submit it with the bid proposal. n, and a 24-hour phone number and
Daytime phone number	586-484-1721	Contact Name:	John Purdue
24-hour phone number _	586-484-1721	Hours of operation	n: <u>7am-7pm</u>
The Contractor(s) shall a aws, ordinances and reportions, representatives, violation of any such la subcontractors.	gulations. The Contractor(, agents and employees a	mply with all Federa s) shall indemnify a gainst any claim of l	I <u>(including E-Verify)</u> , State and local nd hold harmless the City and all its liability arising from or based on the Contractor(s), it's employees or any
~^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	mmemian Lawn & Onow		

Bid Proposal Yard Assistance Program Page 4 of 6

INSURANCE:

Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor,

(x) We can meet the specified insurance requirements.					
() We cannot meet the specified insurance requirements.					
() We do not carry the specified limits but can obtain the additional insurance coverage of \$, at the cost of \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.					
() Our proposal is reduced by \$ if we lower the requirement to \$					
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.					
IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.					
NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.					
<u>OTHER:</u> Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.					
INSURANCE VERIFICATION: A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.					
WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.					
COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000.000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.					
COMPANY NAME: Zimmerman Lawn & Snow					

Bid Proposal Yard Assistance Program Page 5 of 6

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds:* The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME:	Zimmerman Lawn & Snow
COME VIVI INVINE	

Bid Proposal Yard Assistance Program Page 6 of 6

SIGNATURE PAGE

PRICES: All bidders are held to bid prices for sixty (60) days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on or about **April 1, 2022 and expire on December 31, 2022**. The contract shall contain an option to renew for one (1) additional season based upon mutual consent of both parties within ninety (90) days of contract expiration under the same prices, terms and conditions. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued. The City of Troy may terminate this contract for convenience upon fifteen (15) days written notice.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.
TAX ID: 276-54-6671
COMPANY Zimmerman Lawn & Snow
ADDRESS 26830 Fernwood CITY Roseville STATE: MI. ZIP 48066
TELEPHONE NUMBER 586-484-1721 FAX NUMBER
AUTHORIZED COMPANY REPRESENTATIVE'S NAME: John Purdue (Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
PAYMENT TERMS: Net 10 days EMAIL: zimmermanzim@comcast.net
ALL OR NONE AWARD CHECK THIS BOX IF YOUR BID IS NOT TO BE BROKEN UP BY PROPOSAL AND BASED ON AN ALL OR NONE AWARD EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.
ACKNOWLEDGEMENT: I, John Purdue, certify that I have read the <i>Instructions to Bidders</i> (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com//city-of-troy-mi and is an official copy of the Authorized Version. SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
IMPORTANT: All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. <u>Please include a copy of any relevant SDS at the time of bid submission.</u>

NOTE: The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

CURRENCY: All prices quoted are to be in U.S. Currency.



Questionnaire Yard Assistance Program Page 1 of 2

VENDOR QUESTIONNAIRE

DATE:		"	•	
Month	/Date/Year			
COMPANY N	AME: Zimmerma	n Lawn & Snow		
ESTABLISHE	D: March	, 19 <u>94</u>	or 20 STATE:	MI.
TYPE OF OR	GANIZATION: (Circle a. Individe b. Partne c. Corpor d. Joint V e. Other	ual rship ration		·
YEARS IN BU	SINESS: 27			
If applicable:				
FORMER CO	MPANY NAME(S)	Yi	EARS IN BUSINESS	

1. Number o 2. Does you a. If b. Li	of years experience of r company have CD yes, How many year st the entities for w	BG experience? Yes rs of CDBG Experienc hom you have held CI	k: over 35 Years	
	gency Name	Contact Person		1998-2008 2016-21
Cit	y of Madison Heigh	s Heather Parker	248-545-3464	1990-2000 2010-21
Ма	comb Community	Elizabeth Goudie	586-469-5524	2010-21
Ci	ty of Troy			2008-09
			lude make, model nuniders 32" 2018	nber, year, and mowing

Questionnaire Yard Assistance Program Page 2 of 2

4.	Indicate the number of full-time and part-time employee	es employed by your company:
	Full-time: 6 Part-time: 3	
5,	If applicable, list all proposed subcontractors to be use and yard clean up services as detailed in the attached s	specifications.
6.	Identify those in your company who will be responsible contract. Include credentials of principals and those widen John Purdue (owner)	, including on-site supervision, for this ho will be working on this project.
TH	IE FOREGOING QUESTIONNAIRE IS A TRUE STATEMEN' Signature of Authorized Company Representative: Company: Address: Phone Number: Representative's Name: Date:	Zimmerman Lawn & Snow 26830 Fernwood Roseville Ml. 48066 586-484-1721 John Pardue (Print) 3/28/22



Agreement

I, <u>20</u>	mmerman La	un 4 Sward	$_$, will indemnify the City of Troy, its agents, officials, and
employ	ees, against all	suits or claims that may	y be based on any injury to persons or property that is the
result o	of an error, omis		f mine or any person employed by me.
	Signed:		Dan Du
	Print:	John Purdue	- owner
	Address:	26830 Form	
		Roseville MI.	48066
Witnes	ses: (other th	an relative)	
1.	<u>MM</u> Signed	Missey	<u></u>
	wm	MISANY	
2.	L'ene	e mer	ay
	Signed	e M° Cox	
	Drint	1	



Legal Status of Bidder:

A corporation duly organized and doing business under the laws of the State of, bearing the office title of, signature is affixed to this proposal, is duly authorized to execute contracts.	for , whose
A partnership, all members of which, with addresses, is:	
AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL: JOHN PURJUE DWNY LL	



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:		
John Purdue (Print Full Name)	, being duly sworn deposed, says tha	t he/she
(Print Puli Name)		
is Owner (State Official Capacity in Firm)	The party making the foregoing proposal or	bìd,
connived, or agree, directly or indirect from bidding and has not in any mani communication or conference, with a fix any overhead, profit, or cost elements	usion or sham; that said bidder has not ctly, with any bidder or person, to put in ner directly or indirectly sought by agre any person to fix the bid price or affiant ent of said bid price, or that of any othe	a a sham bid or to refrain ement or collusion, or or any other bidder, or to er bidder, or to secure the
advantage against the City of Troy or	any person interested in the proposed	contract; and that all
statements contained in said proposa	COUNTY OF MACOMB My Commission Expires Jan. 20, 2028,	
SIGNATURE OF PERSON SUBMITTING	G BID Acting in the County of Macon	<u>/</u>
Erua M	uhrough	
NOTARY'S SIGNATURE Subscribed and sworn to before me to	his day of	uarch.
	•	
202) in and for Mace	MO	County.
My commission expires:	20,2028	



Proposer's Sworn and Notarized Familial Disclosure

(to be provided by the Proposer)

The undersigned, the owner or authorized pursuant to the familial disclosure requivarrant, except as provided below, that	irement provided in the F	lequest for Proposal, hereb	v represent and
warrant, except as provided below, that employees of	il or City of Troy manager	ment.	and any
·	i or ony or they manager		
List any Familial Relationships:			
		BIDDER:	
		By: JL-PM	
	,	Its: OWNES	
STATE OF MICHIGAN)		
)ss.		
COUNTY OF Macomb	_)		
This instrument was acknowledged before	ore me on the <u>えら</u> day	of <u>Feb</u> , 2022,	
by John Purdue			

KATHLEEN M. PETERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Nov. 14, 2022
Acting in the County of



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Zimmerman Lawn & SNOW
Street Address	26830 Ferninod
City	Roseville MI
State, Zip	MI. 48066
Corporate I.D. Number/State	
Taxpayer I.D.#	276-54-6671

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:	
Printed Name of Vendor's Authorized Agent: John Purdue	
Witness Signature: Kathley M. R.	
Printed Name of Witness: Kathleen M Feters	_
G:\ BidLanguage_tranLinkedBusiness	



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.	
Zimmerman Lawn + Snow	
Name of Agency/Company/Firm (Please Print)	
John Purdue Owner	
Name and title of authorized representative (Please Print)	
Jh-PM 3-1-22	
Signature of authorized representative	
Date	

[] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



CITY OF TROY BID PROPOSAL

ITB-COT 22-17 Page 1 of 6

The undersigned proposes to furnish SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON in accordance with the specifications, which are an integral part of this proposal, at the following prices:

COMPANY NAME _	Brantley Development LLC
----------------	--------------------------

PROPOSAL A: LAWN CARE SERVICES FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	Pr	ice for Lawn Care Service per Each Service Call
72 Lots	Lawn-care service at a residential City of Troy home, up to one acre.	\$	34.75
25 Lots	Lawn-care service at residential City of Troy home, one acre to two acres.	\$	42.25

PROPOSAL B: YARD CLEAN UP FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	P	rice for Yard Clean-up per Each Service Call
72 Lots	Yard clean up at a residential City of Troy home, up to one acre.	\$	65.00
25 Lots	Yard clean-up at residential City of Troy home, one acre to two acres.	\$	85.00

NOTE: Proposals A & B depend upon Community Development Block Grant Funding (CDBG) sources being approved. Businesses owned by women or minorities are strongly encouraged to apply. The City reserves the right to cancel either one of the proposals or cancel the entire contract if funding is not approved.

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants.

GENERAL:

Approximately 97 residents have qualified and will participate in the Yard Assistance Lawn Care Program. Due to the nature of this program, the number of homeowners will change throughout the term of the contract. The successful contractor will be notified as changes are made. The City of Troy prefers companies with CDBG experience.

INFORMATION:

For additional general information or questions about the specifications, please contact Cindy Stewart, Community Affairs Director, at (248) 524-1147 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Bid Proposal Yard Assistance Program Page 2 of 6

SITE INSPECTION

The City does not provide addresses for the CDBG Yard Assistance program prior to the awarding of the bid for safety and confidentiality purposes. Lists with the addresses, contact information and lot size (as recorded by the Assessing Department) are provided to the contractor performing the service. All sites are located in the City of Troy. Sizes will be one of the following: **Residential up to one acre, and Residential up to two acres.**

The evaluation and award of this bid shall be a combination of factors including, but not limited to the following: prior experience performing service for the City of Troy, bid price, professional competence, experience working with CDBG contracts, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves to right to award this bid to the lowest qualified bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City's best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to the following: bid price, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest acceptable total bidder meeting specifications; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest.

It is the intent of the City to qualify one Primary and one Secondary contractor to provide Lawn and Yard Services. In the event the Primary contractor has not responded to requests for service under the terms of the contract, the Secondary contractor will be contacted. If necessary, the City of Troy reserves the right to consider the Primary contractor in default of contract, and to award the entire contract to the Secondary contractor under the same prices, terms and conditions as originally bid.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase order will be released upon the City's acceptance of the specified insurance. A contract document/agreement will be issued to the awarded vendor, in accordance with the terms and conditions as outlined in the Oakland County CDBG, Public Service Contract.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

COMPANY NAME: _	Brantley Development LLC

Bid Proposal Yard Assistance Program Page 3 of 6

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 15 days written notice due to poor performance. The City of Troy Public Works Director or his designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final

DOWN PAYMENTS OR PREPAYMENTS:

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City will pay only for the actual number of homes serviced. The successful contractor will provide a monthly invoice along with a schedule showing the date that each location was serviced. The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

The City of Troy requires that your company list at least three (3) organizations who have recently had

REFERENCES

subcontractors.

COMPANY NAME: ___

similar work performed by your company. Include Municipal and CDBG prior experience, if any. City of Troy COMPANY: _ 500 W Big Beaver Road, Troy ADDRESS: PHONE: 248.524.1147 CONTACT: Cindy Stewart EMAIL: Cindy.Stewart@troymi.gov COMPANY: City of Dearborn
ADDRESS: 16901 Michigan Ave, Dearborn, MI 48126 PHONE: 313-943-2048 CONTACT: Jordan Roberts EMAIL: jroberts@ci.dearborn.mi.us COMPANY: Michigan Department of Transportation ADDRESS: MDOT Oakland TSC 800 Vanguard Drive, Pontiac, MI PHONE: (248) 431-2887 ___ CONTACT: William Bair EMAIL: <u>bairw@michigan.gov</u> **BIDDER'S GENERAL QUESTIONNAIRE:** All bidders shall fill out completely the attached general questionnaire and submit it with the bid proposal. **CONTACT INFORMATION:** The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation. Daytime phone number 810-610-0427 Stanley Brantley Contact Name: 24-hour phone number 810-610-0427 Hours of operation: 7 am - 7 pm OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor(s) shall at all times observe and comply with all Federal (including E-Verify), State and local laws, ordinances and regulations. The Contractor(s) shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor(s), it's employees or any

Brantley Development LLC

Bid Proposal Yard Assistance Program Page 4 of 6

INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

(X) We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.
() We do not carry the specified limits but can obtain the additional insurance coverage of \$
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
() Our proposal is reduced by \$ if we lower the requirement to \$
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.
NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.
OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.
INSURANCE VERIFICATION:
A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.
WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not
ess than \$1,000.000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
COMPANY NAME:Brantley Development LLC

Bid Proposal Yard Assistance Program Page 5 of 6

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds:** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME:	Brantley Development LLC

Bid Proposal Yard Assistance Program Page 6 of 6

SIGNATURE PAGE

PRICES: All bidders are held to bid prices for sixty (60) days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on or about April 1, 2022 and expire on December 31, 2022. The contract shall contain an option to renew for one (1) additional season based upon mutual consent of both parties within ninety (90) days of contract expiration under the same prices, terms and conditions. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued. The City of Troy may terminate this contract for convenience upon fifteen (15) days written notice. SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued. 36-415-78904 TAX ID: **Brantley Development LLC** COMPANY ADDRESS 2648 Bayhan CITY Inkster _STATE: MI TELEPHONE NUMBER 810-610-0427 FAX NUMBER Stanley Brantley AUTHORIZED COMPANY REPRESENTATIVE'S NAME: SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: PAYMENT TERMS: __ EMAIL: Brantley Development@yahoo.com **ALL OR NONE AWARD** THECK THIS BOX IF YOUR BID IS NOT TO BE BROKEN UP BY PROPOSAL AND BASED ON AN ALL OR NONE AWARD **EXCEPTIONS:** Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer. Donlo Branton, certify that I have read the Instructions to Bidders (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com//city-of-troy-mi and is/an official-copy of the Authorized Version. SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: IMPORTANT: All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

NOTE: The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

CURRENCY: All prices quoted are to be in U.S. Currency.



Questionnaire Yard Assistance Program Page 1 of 2

		VENDOR QUEST	IONNAIRE	
DATE: 02/2 Month	27/2022 //Date/Year			
COMPANY N	AME: Brantley D	evelopment LLC		
ESTABLISHE	D :05/29	, 19_97	or 20 STATE: _	Michigan
TYPE OF OR	GANIZATION: (Circi a. Individ b. Partne c. Corpo d. Joint \ e. Other	lual ership ration		
YEARS IN BU	SINESS: 24		-	
f applicable:				
FORMER CO	MPANY NAME(S)	Y	EARS IN BUSINESS	
2. Does you a. If y	r company have CD yes, How many yea	BG experience? Yes	rk:15Years X	
Ag	jency Name	Contact Person	Phone No.	Dates of Service
	City of Troy	Cindy Stewart	248.524.1147	
	y of Rochester Hills	Keri Bright	brightk@rochesterl	ills.org
<u> </u>	ity of Auburn Hills	Karen Adcock	248-370-9353	
widthe		vned by your firm; inc I memo for list of equip	slude make, model num oment	ber, year, and mowing
				

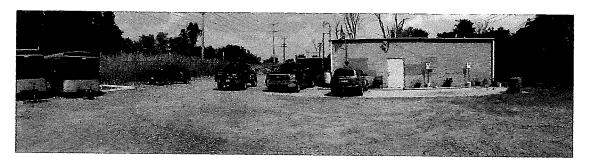
Questionnaire Yard Assistance Program Page 2 of 2

4.	Indicate the nu	mber of full-time and part-time e	mployees employed by your company:
	Full-time: _ Part-time:	10	
	rart-time: _		
5.	If applicable, lis and yard clean	t all proposed subcontractors t up services as detailed in the at	o be used in the performance of lawn mowing tached specifications.
6.	Identify those in	your company who will be res le credentials of principals and	ponsible, including on-site supervision, for this those who will be working on this project.
	Stanley Brant	ley will assign a mowing crew w	hen the season starts
THI	E FOREGOING Q	UESTIONNAIRE IS A TRUE STA	TEMENT OF FACTS:
	Signature of Acceptance of Acc	Authorized Company Representat	Braptley Development LLC 2648 Bayhan
	Phone Numb	er:	Inkster, Michigan 48141 810-610-0427
	Representativ	/e's Name:	Stanley Brantley
	Date:		02/27/2022 ⁾



Equipment List

Quantity	Year	Make	Model	
1	2005	Haulin	6X12	Cargo trailer
1	2009	Haulin	7X14	Cargo trailer
1	2010		16'	Landscape trailer
1	2005		10	5X8 open trailer
1	2015		24'	Cargo trailer
1	2010	Exmark	60" Lazer Z	60" zero turn mower
3	2015	Exmark	60" Lazer Z	oo zero tarri mower
2	2009	Exmark	52" Lazer Z	52" zero turn mower
3	2009	Exmark	36" Viking	walk behind mower
1	2017	Exmark	60" Lazer Z	Zero turn mower
1	2017	Exmark	72" Lazer Z	Zero Turn Mower
1	2018	Exmark	72" Lazer Z	Zerp Turn Mower
1	2015	Exmark	36"	36" walk bebind
2	2021	Exmark	72" Lazer Z	Zero Turn Mower
1	2021	Exmark	60" Lazer Z	Stand on Mower
1	2009	Exmark	32" Viking	Walk-behind mower
2	2013	Exmark	30"	Push Mowers
8	•	Redmax	TR2301	Trimmers
1	2017	Chevy	Silverado 3500	Dump body
1	2015	Chevy	Silverado 3500	Landscape body
. 1	2011	Chevy	Silverado 2500	Landoupo Body
1	2013	Chevy	Silverado 2500	
1	2006	Chevy	HHR	
1	2009	Chevy	Silverado 1500	
1	2007	Chevy	Tahoe	
8		Redmax		Backpack blowers





Agreement

I,	Stanley Brantle	y, will inder	nnify the City of Troy, its agents, officials, and
emplo	yees, against all s	suits or claims that may be based o	on any injury to persons or property that is the
result	of an error, omiss	sion, or negligent act of mine or an	y person-employed by me.
	Signed:	Tran Grow	
	Print:	Stanley Brantley	
	Address:	2648 Bayhan	
		Inkster, Michigan 48141	
Witne	sses: (other tha	n relative)	
1.			
	Signed		_
	Print		
2.			
	Signed		
	Print		



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

	work and/or services for the City of Troy, acknowl	, as an Independent Contractor performing edge that I am a Sole Proprietor business and will not
	employ any person(s) in the work to be pe	rformed for the City of Troy under this contract
	l, am familiar with the requirements of the Proprietor with no employees, I further acknowled Compensation Act of the State of Michigan.	e Workers' Disability Compensation Act, and as a Sole edge that I am not subject to the Workers' Disability
	In consideration of being awarded this cor City and to hold harmless the City of Troy for any course or as a result of this contract.	tract, I agree to give up any and all claims against the and all injuries or illness that I may sustain during the
<i>a</i> /	to assist in this contract and to secure workers' of	vriting prior to hiring any person(s), full time or part time, compensation insurance prior to any person beginning der this contract or otherwise become subject to the
_	Signature	Date
	Stanley Brantley Print	
	Witness (other than relative)	
	Signature	Date
	Print	<u> </u>



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A partnership, all members of which, with addresses, is:	
An individ ual, wh ose sign atur e is affixed to the proposal:	
Han Gade	



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

[X] I am able to certify to the above statements.

Brantley	Development	LLC

Name of Agency/Company/Firm (Please Print)

Stanley Brantley

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

[] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor		
Legal Name	Brantley Development LLC	
Street Address	2648 Bayhan	
City	Inkster	
State, Zip	Michigan 48141	
Corporate I.D. Number/State		
Taxpayer I.D. #	36-4157904	

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

solvices to the City of Troy.
Signature of Vendor's Authorized Agent:
Printed Name of Vendor's Authorized Agent: Stanley Brantley
Witness Signature:
Printed Name of Witness:
GN Ridl anguage Irani InkedRusiness



<u>Proposer's Sworn and Notarized Familial Disclosure</u> (to be provided by the Proposer)

The undersigned, the owner	or authorized office	er of Brantley Development LLC (the
Proposel bereby represent	amilial disclosure r	equirement provided in the Request for
relationships eviet between the	anu warrant, exce _l	pt as provided below, that no familial
relationships exist between the	owner(s) or any en	mployees of Brantley Development LLC
City Council or City of Troy mai	nagement	and any member of the City of Troy
only countries on only or may man	nagement.	
List any Familial Relationship	ps:	
	•	
		BIDDER:
		BIDDERY JANUA STANT
		- Crique Crit
		Stanla Bon Man
		By: Starring Danting
		Its: Divine
		166. <u>Upo i de i</u>
STATE OF MICHIGAN)	
)ss.	
COUNTY OF Wafre	1	
99911101 <u>- 33970E</u>		
,		
		/# T/
This instrument was acknowled	ged before me on t	he <u>Z8 day of Feb</u> , 2022, by
And In all	7	
Lucy Morell	<u> </u>	يريان المنظمة ا
		EDANI/ MADALINA
		FRANK MORALES NOTARY PUBLIC, STATE OF MI
		COUNTY OF WAYNE
		MY COMMISSION EXPIRES Sep 1, 2027 ACTING IN COUNTY OF



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Stanley Brantley (Print Full Name)	, being duly sworn deposed, says that he/she
Owner	e party making the foregoing proposal or bid,
sham bid or to refrain from bidding an by agreement or collusion, or community or affiant or any other bidder, of bid price, or that of any other bidder, or the bidder bidder.	Illusion or sham; that said bidder has not colluded, by or indirectly, with any bidder or person, to put in a not has not in any manner directly or indirectly sought nication or conference, with any person to fix the bid or to fix any overhead, profit, or cost element of said or to secure the advantage against the City of Troy or discontract; and that all statements contained in said
NOTARY'S SIGNATURE Subscribed and sworn to before me the in and for	L is <u>28 TH</u> day of <u>Feb</u> , 20 <u>2</u> 2
Wufre County.	
My commission expires: 9/01/2027	FRANK MORALES NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE MY COMMISSION EXPIRES Sep 1, 2027 ACTING IN COUNTY OF

February 28, 2022

City of Troy Purchasing Division 500 W Big Beaver road Troy, Michigan 48084

Re: ITB-COT 22-17

Dear Ms. Murz,

With this letter, we are transmitting our qualifications for Lawn and Yard Service for the Community Development Block Grant Program in the City of Troy. We are licensed and insured. In 2021 we provided lawn service under the CDBG Program for the City of Troy. We understand the basic needs of your senior citizens and would like to continue to offer our services.

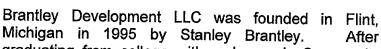
If you have any questions or require any additional information, please contact me at (810) 610-0427.

Sincerely

Stanley Frantley Owner

Firm Introduction & History

Brantley Development LLC is a minority-owned and operated company serving the Detroit region since 1995. We are a licensed and insured contractor, providing Michigan businesses and individuals with superior home improvement and landscape services.





graduating from college with a degree in Community and Regional Planning and working as a landscape supervisor with Genesee County Parks and Recreation Formar Arboretum and various other landscape companies, Mr. Brantley started providing a handyman and landscape service independently.

As his reputation grew, the Flint Journal newspaper printed an article on him and the work he was doing in the community. Since then, the company has continued to grow and in 2005, Brantley Development LLC expanded to include the Detroit Region. Today, Brantley Development LLC provides residential home improvements and property management services to residents, non-profit and government agencies.

Statement of Project

Brantley Development LLC is proposing to provide Lawn and landscape services for the City of Troy senior program. Brantley Development LLC will approach this project by responding to all requests from the City. We shall cut, trim, and remove debris as stated in the scope of services.

Brantley Development LLC will provide all tools, transportation, and labor to meet the requirements of the contract. Below is a list of vital equipment that Brantley Development has at its disposal for use.

Brantley Development LLC has the financial ability to lease and/or purchase any additional equipment necessary to meet the needs of the Township.

Maintenance Plan

Our staff will coordinate with the Senior Service department to develop a schedule and route to ensure all properties are addressed in a timely manner.

Insurance

Brantley Development can meet all insurance requirements and will have its insurance agent forward all updated insurance documents to the City of Dearborn purchasing department.

Management Summary

A critical component to any successful venture is maintaining open lines of communication. This is essential not only between The City and Brantley Development LLC, but also between the seniors and our staff. Any breakdown in communication can lead to a safety concern for residents and Brantley Development staff. In the past, Brantley Development has maintained very good communication with the managers and staff of the City of Troy and we pride ourselves on maintaining that level of communication with all parties.

Our staff and vehicles are easily identified with company name and logo on them. Our vehicles are outfitted with strobe lights and utilize up to date GPS systems for routing purposes. All crew leaders have digital cameras and cell phones for immediate access. Brantley Development staff has provided services to municipalities in the past and has established strict guidelines for dealing with any conflict that may arise with individuals. We will be assigning crew leaders that have previously worked in similar areas under previous contracts. This will ensure that our crews know what level of service is expected.





Brantley Development will assign a project manager to handle all aspects of this project undertaken between Brantley Development and the City. Stanley Brantley, Owner will initially perform those duties and will be responsible for coordinating Brantley Development staff work detail until otherwise notified.

Stanley Brantley, the owner has work experience with Genesee County Parks and Recreation For-Mar Arboretum as a landscape supervisor and True Green Chem lawn prior to starting Brantley Development. In addition, Stanley Brantley has a Bachelor's Degree in Community and Regional Planning from Iowa State University, A Master Degree in Public Administration, and fifteen years of experience as an Associate Planner with Genesee County Metropolitan Planning Commission. In 2021, he successfully managed over 20 municipal contracts, including a multi-year contract with the City of Dearborn City of Troy and the Michigan Department of Transportation.

Professional Recommendations

Single Point of Con

Robert Jordan, City of Dearborn Neighborhood Services, 313-943-2161 Bob White, City of Rochester Hills, 248-841-2441 Jan Hanway, City of Warren, 586-574-4676 Karen Adcock, City of Auburn Hills, 248-730-9353 Mary Anne Bennett, City of Rochester Hills OPC, 248-608-0249 William Bair, MDOT, (248) 431-2887 Cindy Stewart, City of Troy, (248) 524 1147

Professional Licenses

Michigan Residential Builders Licenses Michigan Lead Supervisors Certification Michigan Pesticides 3A Certification

Authorized Negotiator

Brantley Development LLC authorized negotiations on this proposal contact are:

Stanley Brantley (810) 610-0427.

All email correspondence is to be sent to Brantley_Development@yahoo.com



Project Experience

Brantley Development LLC has been providing home improvement and landscape services to residents, non-profit and government agencies in the Flint and Metro Detroit area since 1995. Below is a list of our past and current clients.

- City of Dearborn, Property Maintenance, 2010 - 2022
- City of Dearborn Heights, Ordinance Violation Grass & Weed Program, 2010 -2011
- City of Rochester Hills, Property
 Maintenance Contractor 2011 2019
- Internal Revenue Service, Property Maintenance Contractor, 2011
- City of Flint, Weed Abatement Contractor, 2009
- City of Warren, Ordinance Violations Contractor, 2009
- City Of Warren, 8 mile Mowing Contractor, 2016-2017
- Union Grace Church, Detroit, MI, Snow Plowing Service, 2011 - 2013
- MDOT, M-5 Boulevard Mowing, 2012 2022
- MDOT, Carpool lot mowing Contractor, 2015-2022
- MDOT, M1 (Woodward Ave)mowing Contractor 2016-2022
- MDOT, M-59 Mowing Services, 2013
- Valley Area Agency on Aging, Chore Service Provider, 2008 - 2012
- USDA Rural Development, Property Maintenance Contractor, 2008 - 2010
- City of Troy Primary Mowing Contractor for CDBG Program, 2014 -2022

- US Postal Office Snow Removal Contractor for Wayne, Canton, and Westland, 2015-2018
- Wayne County, Property Maintenance Services, 2009 - 2011
- City of Auburn Hills, Snow Removal Contractor for CDBG Program, 2011-2017
- City of Southfield Growth Corporation, Snow Removal Contractor, 2011-2014
- City of Warren TIFA, Snow Removal Contractor, 2011-2014
- City of Warren TIFA, Mowing Contractor, 2015-2017
- City of Rochester Hills, Snow Removal Contractor for CDBG Program, 2012-2017
- Sherwood Forest Association, Detroit, Michigan, Mowing of Sherwood Park. 2013 -2017
- Forrer Street Block Club, Detroit, Michigan, Mowing of Fields Park, 2012 - 2013
- Highland Park Renaissance Academy, Grounds Maintenance 2013-2017
- City of Ecorse, Lawn Mowing Services, 2013 -2015
- Virginia Park Citizens District Council, Detroit, Michigan, Mowing of Neighborhood Parks. 2011-2012



CITY COUNCIL AGENDA ITEM

March 21, 2022

To:

Mark F. Miller, City Manager

From:

Robert J. Bruner, Assistant City Manager

Lisa Burnham, Controller

Emily Frontera, Purchasing Manager

Cindy Stewart, Community Affairs Director

Subject:

Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications -

Mowing and Yard Assistance Services

History

■ The City of Troy receives Community Development Block Grant funding each year and 15% of the total funding can be allocated for Public Services.

- The City of Troy utilizes our Public Services allocation for the Yard Assistance program. Low income qualified senior citizens and persons with permanent disabilities are eligible for the City's Yard Assistance Program which offers lawn and yard services in the spring, summer and fall seasons and Snow Removal in the winter.
- The yard services include lawn mowing plus spring and fall clean-up of the homeowners' yards. Currently the City has approximately seventy-five (75) qualified recipients signed up for the Home Chore Program.
- The current contract expired December 31, 2021.

Purchasing

- On March 3, 2022; a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); <u>www.bidnetdirect.com//city-of-troy-mi</u>. Two hundred seventy-one (271) vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	271
Troy Companies notified via MITN	5
Troy Companies notified - Active email Notification	4
Troy Companies notified - Active non-paying	1
Companies that viewed the bid	13
Troy Companies that viewed the bid	_0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

CITY OF TROY BID TABULATION

ITB-COT 22-17 Page 1 of 1

LAWN AND YARD SERVICES FOR YARD ASSISTANCE PROGRAM

	Zimmerman Lawn &	Brantley Development	
Vendor Name:	Snow	LLC	ANR Property Mgmt.
City:	Roseville, MI	Inkster, MI	Utica, MI
Check Amount:	\$1,500.00	\$1,500.00	\$1,500.00
Check Number:	2397390	353102	9415215988

PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM

PROPOSAL A: Lawn Car	e Services for t	he Yard A	ssistance Program				
Est. No. De	ıt.		Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call		
72 Lots Lawn-care service at home, up to one acre		of Troy	\$27.00	\$34.75	\$45.00		
25 Lots Lawn-care service at home, one acre to two		f Troy	\$35.00	\$42.25	\$135.00		
PROPOSAL A ESTIMATI	ED TOTAL (26 '	Weeks):	\$73,294.00	\$92,514.50	\$171,990.00		
PROPOSAL B: Yard Clea	n up for the Ya	rd Assistar					
Est. No. De	scription		Price for Yard Clean- up per Each Service Call	Price for Yard Clean- up per Each Service Call	Price for Yard Clear up per Each Service Call		
72 Lots Yard clean-up at a res	sidential City of T	roy home,	\$54.00	\$65.00	\$250.00		
25 Lots Yard clean-up at residence one acre to two acres		by home,	\$75.00	\$85.00	\$350.00		
PROPOSAL B ESTIMAT	ED TOTAL (2 V	Veeks):	\$11,526.00	\$13,610.00	\$53,500.00		
GRAND TOTAL BOTH SERVICES (Estimated):		\$84,820.00	\$106,124.50	\$225,490.00			
REFERENCES:		Y or N	Υ	Υ	Υ		
CONTACT INFORMATION:	Daytime #		586-484-1721	810-610-0427	586-524-9911		
	24 Hour #		586-484-1721	810-610-0427	586-484-1721		
	Contact Name		John Purdue	Stanley Brantley	Alex Casinelli		
	Hrs. of Operati	on	7am - 7pm	7am - 7pm	7:30am - 5:00pm Y		
INSURANCE MET:		Y or N	Υ	Υ			
PAYMENT TERMS:			Net 10 days	Not Specified	Net 30		
EXCEPTIONS:			None	None	None		
ALL OR NONE AWARD:		Y or N	Υ	N	N		
ACKNOWLEDGEMENTS:		Y or N	N	Υ	Υ		
VENDOR QUESTIONNAIRE: Y or N		Y or N	Υ	Υ	Υ		
EXPERIENCE:							
Years of experience doing this type of work:			Over 35 Years	15 Years	12 Years		
Years of experience doing CDBG work:			Over 20 Years	10 Years	Since 2008		
Mowing equipment owned by Firm provided: Y or N			Υ	Υ	Υ		
FORMS:		Y or N	Y Low Total Bidder	Υ	Y		

ATTEST:

(*Bid Opening conducted via a Go-To Meeting)

Andrew Chambliss

Heather Chomiak
Cindy Stewart

Emily Frontera Purchasing Manager Policy Number:

07012008

Date Entered: 03/10/2022

DATE (MM/DD/YYYY)

3/10/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER					CONTACT NAME:						
T. F. C. O'Connell Agency					3)848-1900		FAX (A/C, No):	(248)	848-1912		
27500 Farmington Rd				E-MAIL ADDRESS:							
		Farmington Hills, MI	48	314			INSURER(S) AFFOI	RDING COVERAGE			NAIC#
						INSURER A: Home	-Owners In	surance Co	mpany		
INSU	RED	Zimmerman Lawn & Snov	7			INSURER B : The	Travelers				
		John Purdue dba				INSURER C :					
		26830 Fernwood				INSURER D :					
		Roseville, MI 48066				INSURER E :					
						INSURER F :			***************************************		
CO	VER/	AGES CER	TIFIC	CATE	NUMBER:			REVISION NUM	/IBER:	•	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY P INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TEXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									WHICH THIS		
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	Troy, MI 48084					ACCORDANCE W			***************************************		
<pre>jackie.ahlstrom@troymi.gov</pre>					ro v	AUTHORIZED REPRESENTATIVE					
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Nancy O'Connell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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					INSUE	ERA SCOTTS	dale incura	RDING COVERAGE			NAIC#
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	Brantley Development LLC				INSURER C:						
	2648 Bayhan Street Inkster, MI 48141				INSURER D:						
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