

REQUEST FOR PROPOSAL

#6160

LANDSCAPING & MAINTENANCE

SERVICES

FOR

WASHTENAW COUNTY FACILITIES

Prepared By

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Buyer
(734) 222-6760





WASHTENAW COUNTY
Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6160

September 20, 2004

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Sealed Request for Proposal (RFP) #6160 for Landscaping and Maintenance Services. These services will begin in the Spring of 2005.

Sealed Proposals: Consultant will deliver **one (1) original** and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI. 48107**

by 4:00 p.m. on WEDNESDAY OCTOBER 20, 2004

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

A mandatory walk through to visit locations will be held on: **WEDNESDAY OCTOBER 6, 2004 AT 10:00AM**
Washtenaw County Administration Bldg.
Purchasing Division
220 N. Main Street, Rm. B-35 (**MEET AT THE PURCHASING RECEPTION AREA**)
Ann Arbor, MI 48104

Attendance at this **WALK THROUGH IS MANDATORY, ATTENDANCE WILL BE TAKEN**. Any vendor not represented and signed in will be excluded from the bidding process. There will be a full walk through of each location to familiarize the vendors with the specifications of each location.

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP #6160**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at **734-222-6760**.
- Please direct any technical questions to Matt Higgins at **734-222-3794**.

Thank you for your interest.

RFP #6160 LANDSCAPING & MAINTENANCE SERVICES

I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan.

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

“Contractor” one who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal: Washtenaw County Facilities Department has a requirement for landscaping and maintenance services at various locations for the 2005 season.

Proposal Terms:

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

B. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III “Standard Provisions For Contracts” pgs. 3-9, for Washtenaw County Contract requirements.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

E. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed to date of contract.

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II. PROPOSAL SPECIFICATIONS

The proposal MUST include all the following information:

- A. Contractor's Qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. Bank references with name and phone number of contact person.
- C. At least three (3) current references of lawn maintenance agreements covering similar services listed in the proposal. Include company name, contact name and phone number.

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III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Department of Facilities Management and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable the Contractor shall submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required services personally and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

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ARTICLE VI - INDEMNIFICATION AGREEMENT

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

ARTICLE VII - INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance with Michigan statutory limits and Employer's Liability Insurance with a minimum limit of \$100,000 each accident for any employees.
2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as an "additional insured" on General Liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Michigan No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements of policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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No payments will be made to the Contractor until the certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by certificates furnished by the Contractor, expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage's and endorsements at least ten (10) working days prior to commencement of services under this Contract. Certificates of insurance shall be addressed to the County Administrator's Office, PO Box 8645, Ann Arbor, MI 48107 and shall provide for 30 day written notice to the certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of the Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

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ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIV - ASSIGNS & SUCCESSORS

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

ARTICLE XV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

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ARTICLE XVI - PAYROLL TAXES

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

ARTICLE XVII - PRACTICE AND ETHICS

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

ARTICLE XVIII – PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUMS

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

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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IV. TERMS AND CONDITIONS

Award: Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See “Low Bid” following), quality of service, the Contractors’ qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

Low Bid: Low Bid will be determined by response given on the Bid Sheet to the lowest total bidder or awards may be issued based on the lowest bid per Zone. Washtenaw County reserves the right to reject low bids, to waive irregularities and/or informalities in any bid, and to make the award in a manner deemed in the best interest of Washtenaw County.

Term of Contract: The term of the contract will be for a one (1) year term from the date of award. This contract may be extended for years two (2) and three (3) with the same terms and conditions if the County and Contractor agree. Notice of intent to renew would be issued in writing by Washtenaw County Facilities Management 30 days prior to the expiration date of the contract.

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GENERAL SPECIFICATIONS

- 1.) Washtenaw County will conduct a walk-through giving each individual or company the opportunity to visit the sites of the proposed work in order to fully acquaint themselves with existing conditions so that they may fully understand any difficulties and restriction attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms instruments, addendum or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
- 2.) The Contractor will provide MSDS sheets for all fertilizers, herbicides and pesticides used on County property.
- 3.) Pesticide and herbicide applications shall be made by certified pesticide applicators.

SCOPE OF WORK

Washtenaw County proposes to contract general landscape maintenance for Seventeen (17) sites. All labor, materials and equipment necessary to perform the work required for the maintenance of groundcovers, annuals, perennials, shrubs, trees and irrigation systems shall be provided by the successful bidder. This maintenance shall include but not be limited to application of fertilizers, herbicides and pesticides, watering, pruning, weeding, deadheading, replacement plantings (as approved by County), loose trash removal, leaf removal, irrigation repair and maintenance, spring and fall cleanup.

- 1.) **Annual/Perennial/Shrub Beds** – All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. shall be weeded by hand in a labor intensive manner as often as necessary to discourage unsightly weed growth.
- 2.) **Paved Surfaces** – Paved surfaces shall be weeded as often as necessary to discourage unsightly weed growth. This control shall be accomplished through the selective use of herbicides and mechanical means.
- 3.) **Stone/Mulch Areas** – Grass and weeds shall be controlled with suitable herbicides in all gravel, mulch and ornamental stone areas. Should any unsightly weeds remain after being treated with herbicide, the dead weeds shall then be removed by hand.

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- 4.) **Pruning and Trimming** – The Contractor shall prune all trees to their intended growth form and remove dead, broken, and/or crossing over branches. Shrubs are to be kept pruned to their intended form. Hedges shall be trimmed frequently to keep pace with growth rate of the plantings. All winter damage is to be removed from trees and shrubs in March of each year. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering trees and shrubs shall be pruned immediately after flowering to encourage next years bud growth. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed. A certified Arborist shall supervise all pruning.

- 5.) **Mulch** – Double shredded hardwood bark shall be used by the contractor when any mulching is specified or required. This mulch shall be of a fibrous nature derived from six (6) month old, well-rotted dark brown shredded native hardwood bark mulch. The mulch shall be consistent in nature and have a minimum particle size of one half (1/2) inch and a maximum length of three (3) inches. The product shall be free of sand, dirt, gravel or any other material inconsistent with the purpose of the mulch. Existing mulched beds shall be maintained at a minimum mulch depth of two (2) inches, and a maximum mulch depth of three (3) inches.

- 6.) **Replacement Plantings** – The Contractor shall report to the County any plant material not exhibiting normal growth and vigor. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the appropriate County representative in the Facilities Management department. This report shall include: (a) Identify the location, size and type of type of plant; (b) Identify the reason for the decline; (c) Cost of replacement. No replacement plantings are to be done without consent of the County.

- 7.) **Spring/Fall Cleanup** – Spring/Fall clean-up shall consist of one site visit in April and one site visit in November. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge to the County.

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REQUIRED WEEKLY TASKS ALL LOCATIONS

- 1.) Inspect flowers, shrubs and trees for needed water, fertilizer & pest control. Apply as needed.
- 2.) Inspect planting beds for weeding, trash removal & mulching. Provide weeding, trash removal & mulching as needed.
- 3.) Inspect trees for damage and needed pruning. Provide as needed.
- 4.) Replace any flowers or plants as needed.
- 5.) Inspect lawn areas for any bare spots. Reseed as necessary.
- 6.) Inspect sidewalks and parking lots for weed control.
- 7.) Provide documentation indicating where/when the above work has been completed on a weekly basis. Report to be submitted to the Director of Facilities or his/her representative.

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LOCATIONS BY ZONE

Zone 1

County Courthouse
101 E. Huron St.
Ann Arbor, MI

County Administration Building
220 N. Main
Ann Arbor, MI

Chelsea District Court
122 S. Main St.
Chelsea, MI

Western County Service Center
705 N. Zeeb Rd.
Ann Arbor, MI

Robert J. Delonis Center
312 Huron Street
Ann Arbor, MI

Zone 2

Library Learning Resource Center
4135 Washtenaw
Ann Arbor, MI

Washtenaw County Law Enforcement Center
2201 Hogback
Ann Arbor, MI

Juvenile Center
2270 Platt Road
Ann Arbor, MI

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LOCATIONS BY ZONE

Zone 2 cont.

Facilities Management Center
2155 Hogback
Ann Arbor, MI

Washtenaw County Service Center
4001-4133 Washtenaw Avenue
Ann Arbor, MI

Washtenaw County Head Start
1661 LeForge Road
Ypsilanti, MI

Zone 3

Ann Arbor Human Services Center
2140 Ellsworth
Ann Arbor, MI

Eastern County Government Center
415 W. Michigan
Ypsilanti, MI

Overflow Parking Lot
West of 525 W. Michigan
Ypsilanti, MI

Ypsilanti Human Services Center
555 Towner
Ypsilanti, MI

Family Independence Agency
22 Center Street
Ypsilanti, MI

Parking Lot
East Side of Center Street
Ypsilanti, MI

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BID SHEET

County Courthouse
101 E. Huron St.
Ann Arbor, MI

- | | |
|--|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch - marble planters and trees along sidewalks. | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

County Administration Building
220 N. Main St.
Ann Arbor, MI

- | | |
|---|----------|
| 1.) Spring/Fall Cleanup | \$ _____ |
| 2.) Mulch – Planters around building and parking lot (behind building). | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

Chelsea District Court
122 S. Main St.
Chelsea, MI

- | | |
|------------------------------------|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch – Planters by back door. | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

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BID SHEET

Library Learning Resource Center
4135 Washtenaw
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters on north, south and west side of the building \$ _____
- 3.) Price for weekly task list. \$ _____

Washtenaw County Law Enforcement Center
2201 Hogback Rd.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters south side of building \$ _____
- 3.) Price for weekly task list. \$ _____

Juvenile Center
2270 Platt Rd.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters. \$ _____
- 3.) Price for weekly task list. \$ _____

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BID SHEET

Facilities Management Center
2155 Hogback Rd.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

Washtenaw County Service Center
4001-4133 Washtenaw Ave.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

Ann Arbor Human Services Center
2140 Ellsworth Rd.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

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BID SHEET

Eastern County Government Center
415 W. Michigan Ave.
Ypsilanti, MI.

- | | |
|---------------------------------|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch – for planters | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

Overflow Parking Lot
West of 525 W. Michigan Ave.
Ypsilanti, MI

- | | |
|---------------------------------|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch – for planters | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

Ypsilanti Human Services Center
555 Towner
Ypsilanti, MI

- | | |
|---------------------------------|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch – for planters | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

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BID SHEET

Family Independence Agency
22 Center St.
Ypsilanti, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

Parking Lot
East side of Center St.
Ypsilanti, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

Western County Service Center
705 N. Zeeb Rd.
Ann Arbor, MI

- 1.) Spring/Fall Cleanup. \$ _____
- 2.) Mulch – for planters \$ _____
- 3.) Price for weekly task list. \$ _____

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BID SHEET

Washtenaw County Head Start
1661 LeForge Road
Ypsilanti, MI

- | | |
|--|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch - marble planters and trees along sidewalks. | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

Robert J. Delonis Center
312 Huron St.
Ann Arbor, MI

- | | |
|--|----------|
| 1.) Spring/Fall Cleanup. | \$ _____ |
| 2.) Mulch - marble planters and trees along sidewalks. | \$ _____ |
| 3.) Price for weekly task list. | \$ _____ |

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SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City St. Zip

Telephone #

Fax #

Federal Tax ID #

URL/Email Address

The above individual is authorized to sign on behalf of company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.