

Detroit Water & Sewage Department
Request For Bid – GOODS
RFP # 534440 Grounds Maintenance Services
DUE DATE 6/13/2025 @ 3:00 P.M.

DJ's Landscape Management
36700 Northline, Romulus MI 48174
(734) 941-3900 / brian.mcdonald@djslandscape.com

DETROIT WATER & SEWER DEPARTMENT

RFP # 53440- Grounds Maintenance Service

Table of Contents

1. Cover Page
2. Table of Contents
3. Pricing Sheet
4. Company Background / Minimum Qualifications / Licenses
5. Attachment A – RFB Submittal Checklist
6. Attachment B - General Conditions
7. Attachment C – Goods to be delivered / Specific Requirements
8. Attachment D – NO EXCEPTIONS
9. Attachment E- Pricing Sheet
10. Attachment F – Signature Page
11. Attachment G – Bidder Performance History / References (3)
12. Attachment H – Human Rights Affidavit
13. Attachment I – Non Collusion Affidavit
14. Attachment J – Resolution of Corporate Authority
15. Attachment K – City of Detroit Affidavit Forms
16. Attachment L – Employing Detroit Residents Questionnaire
17. Attachment M – Non – Iran Linked Businesses
18. Addendum 1, 1A (pre-bid sign in), 2, 3, 4 Acknowledgement
19. Equipment List
20. Certificate of Liability Insurance

ATTACHMENT E1 - PRICE FORM
 GROUNDS MAINTENANCE SERVICES
 RFB 534440

Attachment E must be completed in its entirety and submitted with your bid.
 All pricing is firm and must be all inclusive of all cost, fees, delivery, shipping, etc. Quoted items must be in compliance with specifications.
 All deviations must be in writing on (Attachment D - Exception to Contract Scope and/or Terms Form) and submitted with bid.
 Failure to complete this Price Page and submit with your bid is cause for disqualification without further evaluation.
 Multiple contracts may be awarded based on locations.

Type Your Pricing in the Unit Price Columns for each item below

		A Section 4		B Section 5		C Section 2d		
Item	Description	Provide Specified Lawn Care, Mowing, Trimming, Edging, Weed Control and Debris Removal for 95 (Estimated) Cycles for 5-Year Contract	Unit Price Per Lawn Care Cycle	Provide Specified Annual Grounds Maintenance for 5-Year Contract	Unit Price Per Annual Grounds Maintenance Period (QUOTE PER YEAR)	Provide Specified Quotes for As Needed Services		
1.	CSF - Central Services Facility	95 Cycles	\$ 284.00	5 Years	\$ 13,683.00	Description of Service	U/M	Unit Price
2.	ESCS - East Side Customer Service	95 Cycles	\$ 113.00	5 Years	\$ 1,362.00	Tree Trimming (trimming of tree in place and includes equipment and labor to perform) by labor/hr	Per Hour	\$ 75.00
3.	WSCS - West Side Customer Service	95 Cycles	\$ 160.00	5 Years	\$ 1,430.00	Lawn infestation remediation (includes chemical, equipment and labor to apply) by sq. ft.	Per Square Foot	\$ 0.05
4.	WY - West Yard	95 Cycles	\$ 441.00	5 Years	\$ 10,252.00	Lawn seeding (includes grass seed, cover material, equipment, fertilizer and labor to apply) by sq. ft.	Per Square Foot	\$ 0.05
						Tree removal (includes tools, equipment, disposal and labor to perform) by labor/hr.	Per Hour	\$ 75.00

Lawn Care Cycle Total	\$ 998.00
Annual Total	\$ 26,727.00
As-Needed Total	\$ 150.10
Grand Total	\$ 27,875.10

BASIS FOR EVALUATION:

The bids will be evaluated based on all the following criteria:

- Lowest cost offer by the bidder.
- Compliance with Specifications
- Completeness of Bid Package (see Attachment A - RFB Submittal Checklist).

FIVE YEAR GRAND TOTAL FOR ALL SERVICES \$ 228,445.00



DJ's

LANDSCAPE
MANAGEMENT



Building Business

Thank you for the opportunity to continue our property management services with the GM Renaissance Center. We are excited at the prospect to continue to provide our meticulous and professional services at your property.

We are familiar with the standards of the GM Renaissance Center and what it requires for its property maintenance. We respect the relationship our companies have maintained for many years. DJ's Landscape Management will continue to provide the superior service, attention to detail and the utmost of professionalism you have come to expect and deserve.

We are looking forward to the continued growth between the GM Renaissance and DJ's Landscape Management.
Thank you.



Four seasons. One team.

A handwritten signature in black ink, which appears to read "DJ Vander Slik".

DJ Vander Slik, CEO
DJ's Landscape Management



Serving Metro Detroit

Since 1992, DJ's has grown to be the largest landscape company in Michigan. With that growth has come opportunity and expansion into the Metro Detroit region. Whether it be cutting grass during the dog days of August or managing snow in the depths of January, our Romulus location services our Detroit properties with precision and care.

In 2021, DJ's partnered with WH Cannon which ultimately brought us to Metro Detroit. Together, we have improved on the success of our notable accomplishments. From the landscape construction services to the lawn maintenance division to our snow removal endeavors, we are proud of our past and looking forward to the future.

DJ's manages eight other locations, with our headquarters located in Grand Rapids. Our landscape management services range from the shores of Lake Michigan to the banks of the Detroit River.



SE Michigan Partnership



In 2021, DJ's Landscape Management and WH Canon formed an epic partnership that we see as a game changer in the landscape industry. With our combined 60 years of landscape knowledge, our companies have the ability to tackle any landscape project no matter the size, shape or scope.

DJ's Landscape has been a landscape industry staple since 1992. It is currently recognized as 37th in the top 100 Landscape companies in the country. Specializing in land management during all four seasons, DJ's has a working relations with notable Michigan institutions such as Meijer, Inc., Corewell Health, Ann Arbor Public Schools and many more.

Specializing in landscape construction, WH Canon also has been a staple in the landscape industry since the early 1990s. Notable projects in the portfolio include the DTE Energy Campus, MGM Casino and the Kresge Foundation among many. The company also has been recognized as one of the top 100 landscape companies in the country several times.

In the end, the merger between DJ's Landscape Management and WH Canon has been nothing but prosperous for our companies and our customers. We are proud of our partnership and excited at the prospect of the future of the landscape industry.



Operational Background

Four Seasons. One Team.

- Romulus location puts DJ's in close proximity (+ eight other locations across Michigan)
- Dedicated account manager for a personal, single point of contact
- State-wide breadth offers experience in every situation, in every season
- Other branches standing by with equipment and logistical support
- Each branch is equipped to provide a full-line of services in all four seasons
- Consistency in project approach and outcome throughout every scenario
- The 400+ crew members all are sourced, vetted, hired and trained locally
- Coverage area (orange) includes the entire southern lower peninsula
- Concurrent coverage area (red) includes the northern lower peninsula



Beyond Three Decades



The Beginning 1992

At 12 years old, DJ Vander Slik, grabbed a mower and started his own summer business mowing lawns for his family, friends and neighbors. Even from those early days, DJ was committed to the craft.



Launching Kentwood 2004

After years of growing demand, DJ's team and business was busting at the seams. It grew large enough to acquire what is now our corporate headquarters in Kentwood, just south of Grand Rapids.



Brand Evolution 2010

What began as a humble mowing operation evolved into a full-service landscape business. The brand was rebuilt and now has become what is known state wide as DJ's Landscape Management.



West Michigan Expansion 2010 - 2016

As more businesses came to see the craftsmanship of DJ's Landscape, the company expanded to include branches in Comstock Park, Holland, Muskegon, Kalamazoo and St Joesph. With a solid command of West Michigan, DJ's began to look east.



SE Michigan Growth 2016-2021

DJ's expanded its reach to include Romulus and Ann Arbor. Partnering with WH Canon in Romulus brought DJ's into the heart of Metro Detroit, maintaining properties such as the GM Ren Center, MGM Casino, Grace Lake Corporate Complex and more.



Throughout Michigan 2023 and beyond

With its most recent acquisition in Lansing, DJ's is now the largest landscape company in Michigan. However, the expansion is not over. Currently, the company has a presence in Ohio and Illinois while also looking at some locations in Indiana.

Detroit Land Maintenance

Henry Ford College



5101 Evergreen Rd. Dearborn

As one of the college campus properties DJ's cares for, Henry Ford College is a sprawling complex full of intricate areas that require precision in the landscape maintenance. Whether it is construction or lawn care, DJ's has professionally handled the maintenance.

MGM Grand Detroit



1777 3rd Ave, Detroit

Located in the heart of Detroit, the MGM Grand is one of the premier locations DJ's maintains. From the islands down the middle of the road to the walkways around the building, DJ's crews are meticulous while maintaining the grounds of the casino and hotel.

Grace Lake Corporate Center



1 Village Center Dr, Wayne

Grace Lake Corporate Complex is a vast building with a colossal landscape around it. DJ's handles everything in and around this large industrial site, including lawn maintenance, landscape construction, snow removal and more during all four seasons.

Strategic Plan

Four Seasons. One Team. Focused

People

- Specialized and Trained Crews
- Committed and Experienced Leadership
- Romulus Location for Expedited Service

Product

- Year-Round, Four Seasons of Service
- Cutting Edge, Highly Maintained Equipment
- Dedicated Account Manager for Consistent Communication

Price

- Data-based, Logical Assessments
- Best Value Fitting Your Budget
- Alignment of Scope and Expectations



Strategic Plan

Four Seasons. One Team. Intentional

- **Customer Satisfaction**
 - Complete team commitment, from the top to the bottom, to go above expectations
- **Communications**
 - Dedicated account managers with timely responses to questions and concerns
- **Positive Impressions**
 - Professionally outfitted crews, equipment and transportation
- **Performance Monitoring**
 - Devoted leadership focused on overall project management and completion
- **Damage Prevention**
 - Trained and experienced crews aimed at minimizing collateral damage
- **Performance Monitoring**
 - Scheduled progress reports from crew members to leadership to stakeholders
- **Human Resources**
 - Professional staffing team experienced in maintaining a healthy workforce
- **Safety and Environment**
 - Maintaining OSHA standards and being stewards to the environment



Dedicated Leadership



DJ Vander Slik
CEO

DJ started DJ's Landscape Management in 1992 at the age of 12. He continued pursuing landscape maintenance during high school on a part-time basis. DJ's relentless focus on client service and drive for excellence has propelled DJ's Landscape Management to become what it is today: West Michigan's premier commercial landscape management company.



Jeff Kladder
President

Jeff joined our team in 2020 with over 12 years of experience in finance, human resources, management and sales. Jeff was born and raised Michigan and earned his B.B.A. in Accounting and Finance as well as an M.B.A. from GVSU. With his background in corporate planning, Jeff focuses on ensuring that we have the team, resources, and processes necessary to bring the best possible service to our customers.



Brian McDonald
Account Manager

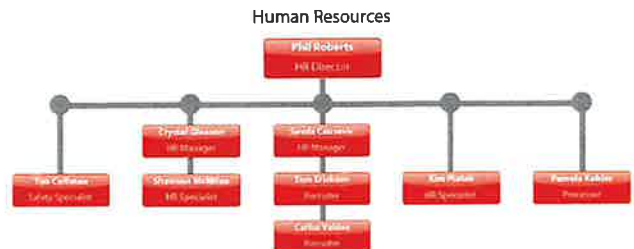
Brian has more than 20 years of experience in commercial landscape maintenance. Managing some of the most prestigious properties in SE Michigan, Brian believes personalized customer service is the driving force in creating and maintaining long term relationships. Brian is an I.S.A. certified arborist, a MDARD certified applicator, a MDARD certified pesticide trainer and holds a Bachelor of Science degree from EMU.



Supporting Team

Four Seasons. One Team. From Top to Bottom

Supported from the top by our CEO, President and COO, the team is broken down into Administration and Operations. Admin supports our logistical needs while operations implements our projects. This is all supported by our meticulous HR Division, located the highest quality talent in SE Michigan. Each division has a chain of command which ultimately proves efficient and effective.



<u>Directors</u>	<u>Managers</u>	<u>Supervisors</u>	<u>Crew Leaders</u>	<u>Crew Members</u>
Creates Project Strategy	Lead Dept. Supervisors	Supports Crew Leads and Members	Leads Crew On-Site	Implements Project Specifics
Provides Logistical Support	Manage Major Departments	Hires and Develops Team	Trains and Coaches Crew	Maintains Equipment
Supports Project Entirety	Implements Strategy and Training	Provides Quality Control	Provides Progress Reports	Daily Inspection of Sites

Trained and Educated

Four Seasons. One Team. Extensive training regimen.



Classroom

Day 1 Orientation
In-House Instruction
Tech Overview



In-House

Hands-On Training
Safety Protocols
Route Training



On-Site

Superior Mentorship
Real Time Feedback
Quality Expectations



Continuing

Tailgate Meetings
Performance Reviews
Industry Certification

Our Greatest Asset

Four Seasons. One Team. More than just a motto.

- Cultivating a culture that ensures a consistent and reliable team throughout each season.
- Committed to training, continuing education and advancement opportunities for long term career skills.
- Highly competitive wages, extensive benefit packages and retirement promotes high employee morale.
- Dedicated HR team focused on recruiting qualified, effective and efficient personnel to each team.



Insurance



Advancement



Profit Sharing



Retirement



Rewards



Team Events



The Right Tool

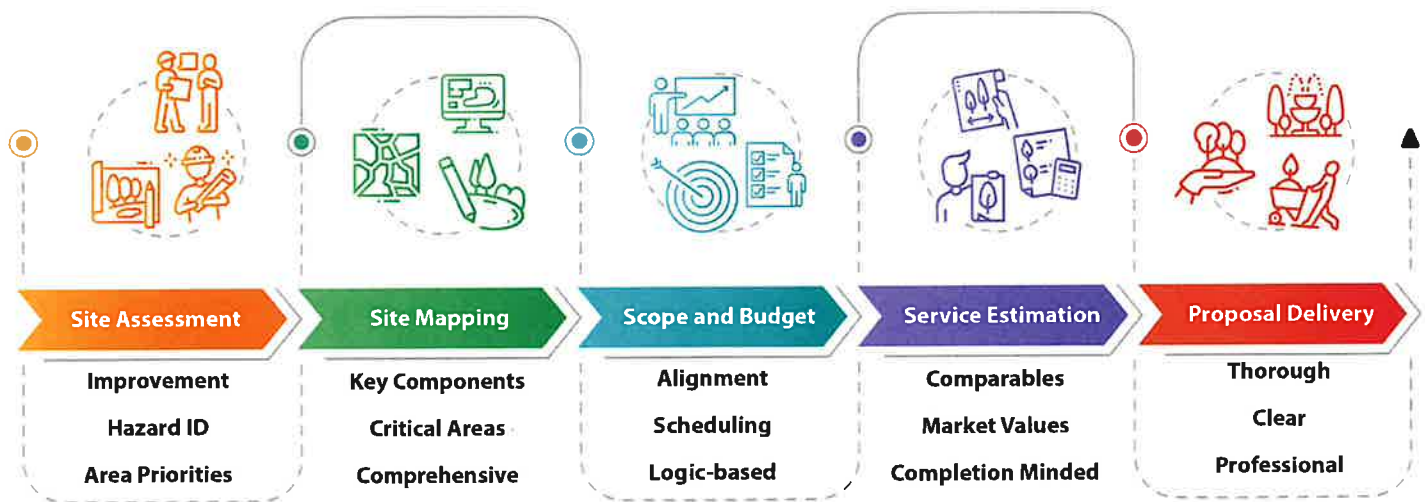
Four Seasons. One Team. Ultimately Prepared.

- Extensive fleet of equipment prepared to service the GM Renaissance Center during all four seasons.
- Significant investments in providing logistical solutions for every season and every scenario.
- In-house shop mechanics with expertise in repairing all the equipment in a timely and focused manner.
- Dedicated training and education on the safe and efficient operation of equipment from season to season.
- Teams recruited and located in local markets prepared to provide scheduled projects and emergency procedures.



The Right Process

Four Seasons. One Team. Logical and market-driven price points.



Quality Management

Gun Lake Casino: Service Review

Submitted by: Katie Nagard
Service Period: July 1st - July 31st



I. Lawn Maintenance Services: Completed/Scheduled

- Weekly Lawn Maintenance**
 - Service Date: July 5, 12, 19, 26
- Plant Bed Weeding**
 - Service Date: July 12 and 25
- IPM**
 - Service Date: July 10 and 24
- Lawn Care Aps/DG**
 - Service Date: July 31st
- Orientation PM**
 - Service Date: July 1st
- Hand Surface Weeds Control**
 - Service Date: July 10th
- Annual Flower Service Visits**
 - Service Date: July 1, 5, 8, 10, 12, 13, 17, 19, 24, 26, 27

II. Lawn, Continued: Additional Services Completed/Scheduled

- Plant Replacements**
 - Service Date: July 27th

Gun Lake Casino: Service Review



Utilities & Future Site Improvements

Installations

- Location:** Northside of property
- Recommendation:** Install plant material along ring road to create a barrier, enhancing the visitors' view and providing shade of salt bin area.



Gun Lake Casino: Service Review



Utilities & Future Site Improvements

Installation

Location: Admin Building

- Recommendation:** Remove existing turf and tree ring within 10' front of admin building and install 1'-2" round stone with a variety of plant material to add interest and color to the area.



Gun Lake Casino: Service Review



Utilities & Future Site Improvements

Installations

Location: Mulch Beds

Recommendation:

- Install mulch beds in areas where weeds and weed fabric are used. Fill in low areas to improve drainage and mitigate erosion.



LANDSCAPE
MANAGEMENT

DJ'S LANDSCAPE MANAGEMENT – CERTIFICATIONS

APPLICATION BUSINESS LICENSE #820099. EXP 12/31/2025

<u>NAME</u>	<u>CERT #</u>	<u>CATAGORIES</u>	<u>EXPIRATION DATE</u>
John Babij	C007170742	3A, 6	12/31/2026
Jayson Ball	C007160210	3A, 3B, 6	12/31/2025
Amy Brown	C007160212	6	12/31/2026
Brett Hill	C003210209	3B, 6	12/31/2025
Brian McDonald	C006050200	3A, 3B, 5, 6	12/31/2026
Alan Roll	C007160194	3A, 3B, 6	12/31/2025
Joshua Smith	C007170276	3A, 3B, 6	12/31/2026
Steve Udell	C007990391	3A, 3B, 6	12/31/2026

CERTIFIED LANDSCAPE TECHICIAN

ANDREW BUELL, TIMOTHY DIAZ, BRANDON KRUEGER, STEVEN UDELL, JOSHUA SMITH,
JAYSON BALL, ALBERTO OROZCO

I.S.A. CERTIFIED ARBORIST

Steve Udell	MI-0783A	12/20/2026
Brian McDonald	MI-0488A	06/30/2027

INTRODUCTION TO TREE& SHRUB IDENTIFICATION

Ashton Kasperek, Josh Smith, Alan Roll

MASTERING FOREMANSHIP: GREEN INDUSTRY FOREMAN TRAINING

Ashton Kasperek

Michigan Department of Agriculture & Rural Development
Bureau of Environment and Sustainability
Pesticide Application Business License

License No: 820447
Issue Date: 01/14/2025
Expiration: 12/31/2025

Issued To:

DJS LAWN SERVICE LLC
36700 NORTHLINE ROAD
ROMULUS, MI 48174-
Category(ies): 3A, 3B, 6
Mailing Address:

DJS LAWN SERVICE LLC

36700 NORTHLINE ROAD
ROMULUS, MI 48174-

DR. TIM BORING

Director of Agriculture
& Rural Development

This license is issued in accordance with the provisions of Act451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (*) are RESTRICTED (see back). This license is not transferable.

Attachment A – RFB Submittal Checklist

This checklist is to assist you with ensuring all elements of your bid are included within your submittal.

All the items listed below must be submitted in your bid package including this checklist. Task	Check Box if the document is included with Bid
Background Material: Include a Title Page showing the bid name, bid due date, name of the Bidder and Bidder's address, telephone number, and email address. A Table of Contents must also be included.	X
Company Background: Provide a general overview of the company responding to the RFB, including any subcontractors and/or third parties	X
Minimum Qualifications & Supporting Documentation Submit a supporting document that shows how your firm meets the minimum qualifications listed under item 3.1 of this RFB.	X
Attachment A – RFB Submittal Checklist (<i>this Attachment</i>)	X
Attachment B – Standard Terms & Conditions (<i>return all pages of the terms & conditions</i>)	X
Attachment C – Goods to be Delivered & Specific Requirements (<i>return all pages of the specification</i>)	X
Attachment D – Exceptions to Contract Scope and/or Terms Form	X
Attachment E – Pricing Form	X
Attachment F – Signature Page (<i>this page must be signed by corporate authority personnel listed on Attachment J</i>)	X
Attachment G – Bidder Experience & Reference Form	X
Attachment H – Human Rights Affidavit Covenant of Equal Opportunity	X
Attachment I – Non-Collusion Affidavit	X
Attachment J – Resolution of Corporate Authority	X
Attachment K – City of Detroit Consolidated Affidavits Form	X
Attachment L – Employing Detroit Residents Questionnaire	X
Attachment M – Non-Iran Linked Businesses	X
Unexpired Detroit Tax Clearance	X
Proof of CRIO Equalization Certification Credits (if applicable)	X
Acknowledgement of Addendums - <i>Include a copy of addendum(s) with your bid package (if applicable)</i>	X

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

GENERAL CONDITIONS

Last Updated April 7, 2017

1. PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal.

Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

2. QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

3. RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

4. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

5. EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

6. INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

minimum aggregate limit of \$2,000,000.00

- iii. 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 the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

7. SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

8. INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payment) in order to receive payment.

Invoices Must Meet The Following Conditions For Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped. Invoicing before is prohibited and will result in the delay of payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to procurementinthecloud@detroitmi.gov.

9. PROTECTION OF WORK, PERSONS, AND PROPERTY

During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

10. CLEARANCES

The successful Supplier will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies can be found in the BidSync system www.bidsync.com. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

11. NON-DISCRIMINATION CLAUSE

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

12. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

13. PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

14. SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

15. SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

16. RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. BidSync) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

accepted except in extenuating circumstance such as Bid Sync system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

17. WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

18. AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

19. CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

20. START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services.

21. INSPECTION

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

23. ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

24. DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

25. DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not

limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

26. TERMINATION OF CONTRACT FOR CONVENIENCE

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

27. TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

28. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

29. INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

30. CONFLICT OF INTEREST

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

31. CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

32. TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

33. SETOFF

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

34. SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

35. OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector

General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

DETROIT WATER AND SEWERAGE

Attachment B - RFB NO. 534440

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

1. Site Locations:

- Central Services Facility, 6425 Huber, Detroit, MI 48211
- East Customer Service Center, 13303 E. McNichols, Detroit, MI 48205
- West Customer Service Center, 15600 W. Grand River, Detroit, MI 48227
- West Yard, 13401 West Outer Drive, Detroit, MI 48239

2. Scope of Service: Provide grounds maintenance services that include: lawn care, grass cutting, trimming, edging, debris removal/disposal and other grounds maintenance services, as authorized by DWSD at DWSD sites for a five (5) year period. Attachment C to these specifications depicts the locations and approximate areas of the sites listed. The Contractor shall provide respective unit prices for the following services:

- a. Work to be performed during each lawn care cycle as specified in paragraph 4 below:
 - i. Litter and debris removal (see paragraph 4a below)
 - ii. Weed control of planting beds and paved areas (see paragraph 4b below)
 - iii. Turf maintenance, moving, edging and trimming (see paragraph 4c below)
- b. Annual grounds maintenance work to be performed as specified in paragraph 5 below:
 - i. Spring clean-up (see paragraph 5a below)
 - ii. Weed control of turf areas (see paragraph 5b below)
 - iii. Shrub/hedge and brush trimming (see paragraph 5c below)
 - iv. Fall clean-up (see paragraph 5d below)
- c. All other work and services specified herein.
- d. Pricing for services as needed: e.g. Tree Trimming (trimming of tree in place and includes equipment and labor to perform) by labor/hr.; lawn infestation remediation (includes chemical, equipment and labor to apply) by sq. ft.; lawn seeding (includes grass seed, cover material, equipment, fertilizer and labor to apply) by sq. ft.; and tree removal (includes tools, equipment, disposal and labor to perform) by labor/hr. These prices are to be added to Attachment E – Locations – Quote Price Form.

3. Site Visitation (Appendix 1): The Contractor shall visit each site prior to yearly services and make contact with the appropriate representative to determine access codes to gates, keys to locks, interior areas to be serviced, nature areas to be avoided etc. Also, to talk to each responsible person at each facility to determine specific needs and where extra attention may need to be placed for events or facility needs. Any problems or concerns regarding access issues shall be brought to the attention of DWSD's Representative.

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

4. Scope of Work To Be Performed During Each Lawn Care Cycle:

- a. **Litter and Debris Removal:** Is required prior to each mowing operation and shall include the pick-up and disposal of all forms of litter including but not limited to paper, cans, bottles, plastic, cardboard, Ziplocs, all forms of containers, fallen branches under 4" as measured at the largest end and all other miscellaneous debris, prior to each mowing. Areas of debris control include courtyards as well as areas exterior to the building including but not limited to lawn, planting beds, aggregate and paved parking, fence lines immediate areas surrounding fence line and boundary of property, walkways and other hardscape surfaces within the boundaries of DWSD property and adjacent Right of Ways. No paper, cups or other objects shall be visible in a cut up condition, or otherwise run over by mowing or other turf maintenance device after completion of turf maintenance operation at that site. During regular mowing operations, any other debris must be removed. Debris shall include but not necessarily be limited to: branches, sticks of 1" or more, paper, trash, dead plant debris, etc.
- b. **Weed Control of Planting Beds, Sidewalks and Paved Surfaces:** Existing planting beds shall be weeded as often as necessary to eliminate the growth of undesirable nuisance plants. This service shall be accomplished through mechanical means and/or the selective use of herbicides, with approval of DWSD's Contracting Officer. Weeds and nuisance plants that appear in paved surfaces (i.e. sidewalks and parking lots) shall be controlled by applying EPA approved herbicide. The areas of application of herbicide shall be as directed by DWSD's Representative. In the event that nuisance plants are evident within two (2) weeks of application, another application shall be made. **Applications shall be repeated on an as needed basis, as determined by DWSD's Representative.** All remnant weeds and nuisance plants shall be removed and disposed of off-site at no additional charge to DWSD. Removal of remnant weeds shall be done in a timely manner so as to prevent unsightly conditions. Applications of herbicides shall be limited to times approved by the Contracting Officer. All local, state and federal guidelines must be followed when applying and flagging properties for herbicide applications.
- c. **Turf Maintenance, Mowing, Edging and Trimming** activities shall consist of mowing all lawn areas and courtyards to control the growth of grass, noxious weeds and other objectionable vegetation capable of being mowed or string line trimmed within DWSD property limits, immediate area surrounding fence line and boundary of property and adjacent Right of Ways. Mowing operations shall extend a minimum of four (4) feet beyond perimeter fencing where fencing abuts up to open field and/or City parks. String line trimming shall be required on both sides of each fence line. Edging shall be performed at all places where turf abuts hard surfacing. These services shall be performed between April 15 and November 15,

ATTACHMENT C – SCOPE OF WORK

GROUNDS MAINTENANCE SERVICES

between the hours of 7 a.m. and 6 p.m. from Monday through Friday. In the event that seasonal weather conditions dictate, the above referenced dates may be adjusted by DWSD's Contracting Officer. At each site, all elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the cycle as soon as favorable conditions exist. The spraying of herbicides and/or weed killer along fence lines will not be permitted.

- d. **Mowing:** Mowing height shall be no less than three (3) inches and no higher than five (5) inches, as measured to the mower blade from a flat, paved surface. Unless otherwise directed by Contracting Officer, in addition to mowing during Spring clean-up and Fall clean-up, mow each site once in April, weekly in May through June, bi-weekly in July through October and once in November. Cut no more than 1/3 of grass height in each cutting. If grass height is less than 3-1/2 inches at next scheduled mowing date request Contracting Officer's written approval to defer the mowing schedule until grass is 3-1/2 inches to 5 inches tall. If grass height exceeds 4 inches before next mowing is scheduled, request Contracting Officer's written approval to advance the mowing schedule and/or add a mowing cycle. Grass shall not exceed 5 inches in height. If DWSD receives a violation/ticket from outside public agency for not cutting grass or grounds work of any kind that falls under the specifications of this contract or an agreed upon task, the Contractor will assume the cost of the violation/ticket on their own expense. Grass shall not be mowed when wet. Clippings can be left on the turf as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, clippings must be collected and disposed by Contractor. All mowing operations are to be performed using machines manufactured by reputable companies recognized for producing quality commercial turf equipment. All equipment must be mechanically sound and produce an even and level cut. All blades shall be sharp and properly adjusted for height to minimize turf damage. All machines are to be operated by trained and qualified persons. Mow all expansive lawn with commercial mowing equipment in such a manner as to not cause damage to turf, sprinkler heads, valve covers, etc. Double mow lawn areas to the extent necessary to remove mulch and/or disperse clippings. String line trimming shall be required around the perimeter of buildings, trailers, planting beds, sprinkler heads, fencing, signage, flagpole foundations, trees, etc. with a nylon cord-trimming device or equivalent equipment to a level equal to the adjacent lawn area. Extreme care shall be used not to scalp lawn and to prevent injury to fixed objects and trees. Turf areas adjacent to paved surfaces shall be edged every second mowing to maintain a neat appearance. Edging shall be no wider than 1/2 inch from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb area and

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

disposed of at Contractor's expense. All areas to be edged will be determined by the Contract Officer, his/her designee, or an authorized representative of the aforementioned. All edging must be done using a power edger and not a string line trimmer. All excessive clipping debris, including but not limited to, wet and clumped clippings shall be removed and disposed of off-site at no additional cost to DWSD. No clippings or edgings shall be disposed of in DWSD dumpsters or on DWSD property. Grass clippings shall be blown off or removed from all walks, entrance slabs, patios, flower and shrub beds, driveways, parking lots, roadways, driveway aprons, curbs, streets and all other paved surfaces within DWSD properties and adjacent Right of Ways. All turf areas that are flooded or wet that cannot support mowing equipment without substantial damage to turf shall be skipped and allowed to dry out before commencement of turf cutting operations. All areas deemed as such shall be brought to the attention of the DWSD representative immediately upon discovery for determination of best course of action.

- e. If, in the opinion of DWSD's Representative, Contractor is behind schedule and is so notified by DWSD's Representative in writing, said Contractor may be required to furnish to DWSD's Representative a short interval schedule of their work showing location, number of men and crews required to get back on schedule. Contractor shall employ such means as overtime work, multiple work shifts and additional equipment, without additional compensation and shall continue to do so until the progress of the work is, in the opinion of DWSD's Representative, in conformance with the specified requirements. In the event that the mowing season is extremely hot, resulting in slower growth, or conversely, if weather conditions are such that growth of lawn areas are excessive, DWSD reserves the right to adjust the frequency of mowing.
- f. Unit prices for each cycle of lawn care, trimming and debris removal shall be as provided in the attached quote page of the bid. For all sites, each cycle includes: (1) proper removal/disposal of lawn litter, including trash and landscape debris such as leaves, sticks, grass clippings and organic debris; (2) weed control of planting beds, sidewalks and paved surfaces; (3) turf maintenance, grass mowing, edging and trimming, by the Contractor for all areas, and (4) all other work and services specified in this paragraph 3. Debris removal and mowing included in Spring clean-up and Fall clean-up as specified in paragraphs 5a and 5d below are included in the unit prices and will not be paid under the unit prices included in Attachment E – Locations – Quote Price Form.

5. Scope of Work For Annual Grounds Maintenance:

- a. **Spring Clean Up** (*April 1 to May 30*): This operation shall require the removal and disposal of all debris, which has accumulated on or within DWSD's Properties, immediate areas surrounding fence line and boundary of property and adjacent

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

Right of Ways exterior to each facility. Spring Clean-Up activities shall also be performed within courtyards interior to facilities. All planting beds and turf areas shall be raked/vacuumed and bagged. All debris resulting from the work described herein shall be removed and legally disposed of off-site, each day of work at no additional cost to DWSD. Each assigned facility shall receive one (1) thorough Spring Clean-Up inclusive of the requirements referenced above including one (1) turf mowing separate from those identified in the Turf Maintenance Section of this specification (paragraph 4c). Spring Clean-Up activities shall be initiated no later than April 15 and completed by May 1. The Contractor shall be responsible for providing DWSD's Representative with a list of facilities of Spring Clean-Ups that have been completed within 24 hours of their completion.

- b. **Weed Control of Turf Areas:** Weed-killer shall be applied the third week in May and again, the third week of September and/or per manufacturer's instructions. The Contractor shall provide DWSD's Representative with a list of facilities that he/she has scheduled for weed control a minimum of 48 hours in advance. All areas to be treated with weed control will be determined by the Contract Officer, his/her designee, or an authorized representative of the aforementioned.
- c. **Trimming of Hedges, Shrubbery and Brush:** Selective trimming shall be performed to enhance the aesthetic beauty of the landscape, rejuvenate and restore vigor, to promote flower and fruit development and to remove brush as needed to facilitate site access and maintenance. Hedges, shrubbery and brush shall be selectively trimmed/pruned two (2) times within the growing season. Trimming shall be facilitated according to the following tentative schedule:
 - i. The initial trimming of the season shall be performed between May 24 and May 31
 - ii. The second trimming shall be performed between August 30 and September 5
 - iii. Selective trimming shall be performed to reduce the size of shrubbery and hedges to provide safety and clear views. Overgrown and unsightly hedges will be cut back to a reasonable height and all debris from the operation will be legally disposed of by the Contractor. Brush that prevents site access or hinders maintenance shall be cut back or removed with the approval of DWSD. Hedges and shrubbery shall be selectively sheared and brush cut back or removed as necessary once during the season in addition to the trimming schedule specified above. Not all facilities will need this service and it shall be provided at the direction of DWSD's Representative.
 - iv. Shrubbery, with the exception of hedges, shall be pruned to their natural form/habit. The Contractor will be responsible for the disposal (off-site) of all branches, twigs and debris resulting from trimming and shearing operations. Contractors will be activated for shrub trimming. In the event

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

that less than normal rainfall occurs, the shrub trimming schedule will be modified.

- d. **Fall Clean-Up** (*October 1 to November 15*): This operation shall require the removal and disposal of all debris, which has accumulated on or within DWSD properties, immediate areas surrounding fence line and boundary of property and adjacent Right of Ways. Operations shall include removal and disposal of all debris, exterior to each facility that has accumulated over the summer/fall months. Fall Clean-Up activities shall also be performed within courtyards interior to facilities. All planting beds and turf areas shall be raked/vacuumed and bagged. All debris resulting from the work described herein shall be removed and legally disposed of offsite each day of work at the site at no additional cost to DWSD. Each assigned facility shall receive one (1) thorough fall clean-up inclusive of the requirements referenced above including one (1) turf mowing separate from those identified in the Turf Maintenance Section of this specification (paragraph 4c). Fall Clean-Up activities shall be completed between October 15 and November 30. The Contractor shall be responsible for providing DWSD's Representative with a list of facilities for which Fall Clean-Ups have been completed within 24 hours of their completion.
6. **Payment for Annual Grounds Maintenance:** The Contractor shall be provided with a list of DWSD facility managers responsible for each site, as well as alternate contacts authorized to approve various activities. The DWSD Contracting Officer will provide this list.
- a. **EQUIPMENT:** The Contractor must have equipment and staff necessary to perform the specified services and in the event of mechanical breakdown of trucks and/or equipment, will be expected to provide backup service so that services will be performed, as required, according to the Contract specifications. The Contractor shall provide a list of all equipment that includes, at a minimum, the following information: Type, Year, Model and Make (see Appendix 2).
 - b. When invoicing, the Contractor must furnish the date(s) of services rendered at each location, the services performed and the number of hours it took to perform the services. Invoices are to be submitted listing only the exact services performed and the Contractor must contact the DWSD manager of each facility or designate for verification of services or payment may not be authorized.
 - c. The exact number of occasions for services required are unknown. However, should a Contract result, the Contractor will be responsible to provide these services as described and/or requested in the awarded Contract. DWSD is not obligated to purchase these services in the stated quantities or any other amounts.

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

- d. The Contractor shall provide all personnel, equipment, tools, supplies, materials, supervision and other items and services necessary to perform the services as described in the specifications herein on a per location basis.
7. **Supplies:** Contractor must supply all materials that are specified. Use only such materials as are recommended and approved by the DWSD Contracting Officer, or their designee. Contractor shall submit a complete list, by brand names and product numbers (if applicable), of all supplies to be used in fulfilling this Contract and shall submit a Materials Safety Data Sheet (MSDS) prior to starting any work. The right is reserved by DWSD to accept or reject any items listed on the MSDS. Contractor must immediately furnish an acceptable substitute for any item rejected by DWSD. The Contractor shall provide a list of the herbicide, weed control, fertilizer, including manufacturer's name.
8. **Reporting:** A daily progress report shall be sent via fax or email to DWSD's Representative the next day by 10 a.m. describing the progress of work, all completed work for that day and the anticipated completion of locations currently being serviced, all problems encountered or concerns. A reference spreadsheet will be given to the Contractor for use at the beginning of the contract season.
9. **Contractor to Furnish:**
 - a. All necessary labor and supervision, materials and supplies.
 - b. All transportation
 - c. All equipment and necessary supplies including but not restricted to: mowers, line trimmers, edgers, blowers, spreaders, sprayers, trucks, trailers and other tools and equipment.
 - d. Weed control, fuel and all supplies to properly maintain DWSD's grounds as per the grounds specifications.
 - e. The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks described in each bid item, in a favorable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce an even, clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of 3" and maximum of 5". The Contractor shall have enough equipment and personnel to complete each mowing cycle. The equipment furnished by the Contractor for fertilizing must also be in good repair and shall be maintained so as to produce an accurate and even application at all time. The Contractor shall have enough equipment and personnel to complete each application at each site contracted for in the time frame specified.

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

- f. Under no circumstances shall DWSD be responsible for any theft, vandalism, or damage to the Contractor's equipment due to obstacles encountered during the work to be performed under this contract.

10. Miscellaneous Requirements:

- a. Time and Progress: It is understood and agreed that "time is of the essence", in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to execute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time.
- b. The Contractor shall provide DWSD with the best-qualified personnel, equipment and shall render services of the highest quality.
- c. The Contractor shall provide all necessary equipment and personnel for the proper and timely performance of contracted services.
- d. The Contractor shall provide to the DWSD Contracting Officer an emergency telephone number that can be reached 24 hours a day.
- e. It shall be the Contractor's responsibility to restore all damage to turf, trees, shrubbery, perennials, annuals, sprinkler heads, fencing, vehicles and miscellaneous site furnishings caused by landscape operations.
- f. Inspections of Contractor work will be performed by DWSD's Representative. In the event that a Contractor has not performed all specified services he/she will be notified by DWSD's Representative. All non-compliance issues must be corrected within 48 hours.
- g. When and if needed by Contractor for rendering of services, traffic shall be maintained in accordance with the Michigan Department of Transportation (MDOT) standard specifications for construction and the current Michigan manual of uniform traffic control devices. Lane closures will only be permitted with prior written approval from Contracting Officer and proper local authorities. All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will be the responsibility of the Contractor.

11. Damages:

- a. The Contractor shall be held liable for all damages done as a result of his operation to fixed objects such as signs, posts, buildings and all vegetation, including turf, trees, shrubs and desirable natural growth. Damage shall include among other things: skinning, scraping, limbing or gouging of trees or shrubs and rutting, scalping or tearing of turf.
- b. Cost associated with damages caused by the Contractor to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines.

ATTACHMENT C – SCOPE OF WORK

GROUNDS MAINTENANCE SERVICES

- c. All turf damage repairs shall be made by the Contractor in accordance with DWSD Master Specification Section 02900 (Landscaping), and as herein specified. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to sodding or seeding. Seed will only be allowed during the seasonal limitation periods.
 - d. All other property damage will be assessed for actual replacement costs including labor, materials and equipment.
 - e. Contractor shall be billed for all costs related to damages caused by its operation.
12. **Independent Contractor Status:** The Contractor shall be an independent Contractor and not an agent or employee of DWSD. Contractor shall have no authority to make any contracts or other legal commitments on behalf of DWSD.
13. **Spot Inspections:** At any time, Contractor shall furnish DWSD with full access to inspect its equipment for compliance with the requirements of this Agreement.
14. **Standards for Operations:** Contractor shall conform all of its operations and activities to the following:
- a. **Traffic and Noise Problems:** Contractor shall so conduct its operation as to offer the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which Contractor operations are performed. All work shall be performed as quietly as possible and to the extent feasible performed at times that will have the least adverse impact on the community.
 - b. **Equipment:** All equipment used by Contractor to perform work under this Agreement shall conform to the highest industry standards and shall be maintained in a clean and efficient condition. All vehicles shall comply with applicable laws and regulations. All vehicles shall be in good mechanical condition.
 - c. Contractor shall not store any vehicle or equipment on any public street or other public property in the CITY. No storage of equipment will be provided at DWSD sites, except where it is specifically approved by Contract Officer.
 - d. Should the DWSD Contracting Officer at any time give notification in writing to Contractor that any vehicle does not comply with the standards hereunder, that vehicle shall forthwith be removed from service by Contractor and shall not again be used until inspected and approved in writing by DWSD Contracting Officer.
 - e. **Liaison with DWSD:** Contractor shall visit DWSD offices at such times as the DWSD Contracting Officer shall designate for the purpose of discussing any matters relating to or complaints which may be involved with the performance of the Agreement. The Contractor shall report back as directed on any action taken with reference to subject matter so discussed.

ATTACHMENT C – SCOPE OF WORK GROUNDS MAINTENANCE SERVICES

- f. **Ownership of Equipment:** The Contractor shall own or lease and maintain at its expense all equipment necessary to perform its duties as provided for under this Agreement, including sufficient radio or cellular equipment for office to field communication.
 - g. **Method of Payment:** The completed work will be paid for at the contract unit prices, which shall be payment in full for all labor, equipment and materials required to satisfactory complete the work described herein. The Contractor shall furnish a monthly invoice in duplicate, for services rendered for each application period for their labor and equipment. The billing shall reference the appropriate purchase contract number.
- 15. Cleanliness of The Work and Streets:** The work itself, and all property used therewith, shall be kept in a neat and orderly condition at all times. Excess waste and rejected materials, rubbish and debris shall not be allowed to accumulate. Spilled waste and debris shall be promptly cleaned up and removed from site. Upon completion of the work, the Contractor shall restore the site to original condition.
- 16. Protection of Work, Persons and Property:** During performance and up to date of final acceptance, the Contractor shall be under absolute obligation to protect all persons, DWSD's facilities and all other public and private property against all damage, loss or injury. The Contractor shall take all reasonable precautions to protect the persons and property of DWSD and the general public from damage, loss or injury during performance under this contract.

**ATTACHMENT C – SCOPE OF WORK
GROUNDS MAINTENANCE SERVICES**

Detroit Water and Sewerage Department

DWSD Locations Designated for Grounds Maintenance

**ATTACHMENT C – SCOPE OF WORK
GROUNDS MAINTENANCE SERVICES**

Detroit Water and Sewerage Department

Appendix 1 - DWSD Mandatory Site Visits Details

Appendix 2 - Contractor's List of Equipment Form

Attachment D – Exceptions to Contract Scope and/or Terms Form

Bidder must submit this completed, signed sheet in bid process.

Bidder name: DJS LANDSCAPE MANAGEMENTDate: 6/13/2025Authorized Representative Signature: 

If there are no exceptions to the contract terms provided, complete the Bidder name, date and signature sections and check the box below. If the box is not checked and no exceptions are submitted, DWSD will consider your firm to not have any exceptions to the contract terms.

No Exceptions to Scope and/or Contract Terms ☒

Exceptions to Contract Scope and/or Terms:

Topic	Section	Page	Comments/Suggested Language

NOTE: Please add additional sheets to the submission (in the same format) if necessary.

ATTACHMENT E1 - PRICE FORM
GROUNDS MAINTENANCE SERVICES
RFB 534440

Attachment E must be completed in its entirety and submitted with your bid.
All pricing is firm and must be all inclusive of all cost, fees, delivery, shipping, etc. Quoted items must be in compliance with specifications.
All deviations must be in writing on (Attachment D - Exception to Contract Scope and/or Terms Form) and submitted with bid.
Failure to complete this Price Page and submit with your bid is cause for disqualification without further evaluation.
Multiple contracts may be awarded based on locations.

Type Your Pricing in the Unit Price Columns for each item below

		A Section 4		B Section 5		C Section 2d		
		Provide Specified Lawn Care, Mowing, Trimming, Edging, Weed Control and Debris Removal for 95 (Estimated) Cycles for 5-Year Contract	Unit Price Per Lawn Care Cycle	Provide Specified Annual Grounds Maintenance for 5-Year Contract	Unit Price Per Annual Grounds Maintenance Period (QUOTE PER YEAR)	Provide Specified Quotes for As Needed Services		
Item	Description					Description of Service	U/W	Unit Price
1.	CSF - Central Services Facility	95 Cycles	\$ 284.00	5 Years	\$ 13,683.00	Tree Trimming (trimming of tree in place and includes equipment and labor to perform) by labor/hr.	Per Hour	\$ 75.00
2.	ESCS - East Side Customer Service	95 Cycles	\$ 113.00	5 Years	\$ 1,362.00	Lawn infestation remediation (includes chemical, equipment and labor to apply) by sq. ft.	Per Square Foot	\$ 0.05
3.	WSCS - West Side Customer Service	95 Cycles	\$ 160.00	5 Years	\$ 1,430.00	Lawn seeding (includes grass seed, cover material, equipment, fertilizer and labor to apply) by sq. ft.	Per Square Foot	\$ 0.05
4.	WY - West Yard	95 Cycles	\$ 441.00	5 Years	\$ 10,252.00	Tree removal (includes tools, equipment, disposal and labor to perform) by labor/hr.	Per Hour	\$ 75.00

Lawn Care Cycle Total	\$ 998.00
Annual Total	\$ 26,727.00
As-Needed Total	\$ 150.10
Grand Total	\$ 27,875.10

BASIS FOR EVALUATION:

The bids will be evaluated based on all the following criteria:

- Lowest cost offer by the bidder.
- Compliance with Specifications
- Completeness of Bid Package (see Attachment A - RFB Submittal Checklist).

FIVE YEAR GRAND TOTAL FOR ALL SERVICES \$ 228,445.00

Attachment F – Signature Page

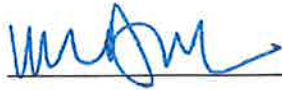
Date: _____

6/13/25

By submitting a solicitation response and signing this document, the Bidder attests to have read all associated documents related to this solicitation and agrees to the terms and conditions outlined throughout this RFB. The undersigned hereby offers to furnish and deliver the goods as specified at the prices and terms there stated herein and in strict accordance with the RFB and conditions of bidding, all of which are made a part of this offer. After RFB closing date, this offer is not subject to withdrawal without written consent of DWSD'S Authorized Delegate.

In addition, by signing the proposal/bid, I certify and agree on behalf of myself and the company submitting the proposal the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran-linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by DWSD in this regard.

This page must be signed by corporate authority personnel listed on Attachment J



Signature

William D. Kelderman

Printed Name

CFO

Title

DJs Landscape Mgmt

DBA

616-698-2700

Telephone Number

4720 52nd St. SE

Address

Contact Person for questions related to this Bid:**Name:** Brian McDonald**Email:** brian.mcdonald@djslandscape.com**Title:** Business Development**Phone:** 734-732-1761

Attachment G - Bidder Performance History & Reference Form

References shall be included subject to DWSD's preferences cited in Section 5.0 of the RFB.

It is mandatory for Contractors to complete one (1) table for each required project example. For this project, please provide three (3) project examples. Please copy the table for each project.

Project Example(s)	
Project Information	
Project Name	GM Renaissance Center
Project Dates (Start - Finish)	April 2006 - current
Project Location	Detroit, MI
Project Subject Matter & Services Provided	Landscape & Snow Removal Services
Key Personnel	Jake Sawicki, Brian McDonald, John Fox
Was the project completed on time and on budget? If not, provide a description.	Yes
Provide any lessons learned	Quality work is mandatory
Contact Information	
Organization Name	GM Renaissance Center
Organization Size/Description (indicate if public or private)	Privately managed by CBRE - worldwide corporation
Contact Name	Steve Pustelnick
Title	Facilities Director
Address	400 Renaissance Drive, Detroit MI
Phone	248-797-7114
Email	steve.pustelnik@cbre.com

Please also remember to respond to the following:

- a. Identify any projects in which the Contractor's contract was terminated for any reason.
- b. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years.

Attachment G - Bidder Performance History & Reference Form

References shall be included subject to DWSD's preferences cited in Section 5.0 of the RFB.

It is mandatory for Contractors to complete one (1) table for each required project example. For this project, please provide three (3) project examples. Please copy the table for each project.

Project Example(s)	
Project Information	
Project Name	Coleman A. Young Municipal Building
Project Dates (Start - Finish)	April 2002 - current
Project Location	Detroit, MI
Project Subject Matter & Services Provided	Landscape & Snow Removal Services
Key Personnel	Jake Sawicki, Brian McDonald, John Fox
Was the project completed on time and on budget? If not, provide a description.	Yes
Provide any lessons learned	Public Interaction / Public Safety
Contact Information	
Organization Name	Coleman A. Young Municipal Building
Organization Size/Description (indicate if public or private)	Privately managed by HINES - worldwide corporation
Contact Name	Mike Kennedy
Title	Facilities Director
Address	2 Woodward, Detroit MI
Phone	313-510-5212
Email	mike_kennedy@hines.com

Please also remember to respond to the following:

- a. Identify any projects in which the Contractor's contract was terminated for any reason.
- b. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years.

Attachment G - Bidder Performance History & Reference Form

References shall be included subject to DWSD's preferences cited in Section 5.0 of the RFB.

It is mandatory for Contractors to complete one (1) table for each required project example. For this project, please provide three (3) project examples. Please copy the table for each project.

Project Example(s)	
Project Information	
Project Name	UAW Ford Joint Programs Center
Project Dates (Start - Finish)	April 208 - current
Project Location	Detroit, MI
Project Subject Matter & Services Provided	Landscape & Snow Removal Services
Key Personnel	Jake Sawicki, Brian McDonald, John Fox
Was the project completed on time and on budget? If not, provide a description.	Yes
Provide any lessons learned	Public Interaction / Public Safety / Working w/ Union
Contact Information	
Organization Name	UAW Ford
Organization Size/Description (indicate if public or private)	Privately managed by UAW Ford
Contact Name	Ray Pierce
Title	Facilities Director
Address	151 W. Jefferson, Detroit MI
Phone	586-202-7008
Email	rpierce6@ford.com

Please also remember to respond to the following:

- a. Identify any projects in which the Contractor's contract was terminated for any reason.
- b. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years.

Attachment H – Human Rights Affidavit Covenant of Equal Opportunity

REVISED 7-12-2012

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of DJs Landscape Mgmt, (hereinafter "Bidder"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Bidder and all sub-Bidders, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Bidder will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-Bidders and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Bidder further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Bidder agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFB/P No.: 534440

Duration of Covenant : beginning to end of contract, Or July 2025 through July 2029 (5 years)

Printed Name of Bidder/Organization DJ's Landscape Manangement

(Type or Print Legibly)

Bidder Address 36700 Northline, Romulus, MICHIGAN, 48174

(City)

(State)

(Zip)

Bidder Phone/E-mail (734) 941-3900 / brian.mcdonald@djslandscape.com

(Phone)

(E-mail)

Printed Name & Title of Authorized Representative
Will Kelderhouse

Signature of Authorized Representative:

Date: 6/13/2025****This Document MUST be Notarized****

Signature of Notary: Michele L Burton

Printed Name of Seal of Notary: Michele Burton

My Commission Expires: December 22, 2029

Michele L Burton
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 12/22/2029
Acting in the County of _____

Attachment I – Non-Collusion Affidavit

Owner: Contract No: Contract Name:

(1) Affiant is (enter contract title) DWSD Grounds Maintenance Services RFP # 534440

of DJ's Landscape Management, "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

- (1) The Bidder has submitted to the City of Detroit, Michigan ("DWSD"), a "Bid" to enter into the above referenced Contract, also referred to in this Affidavit as "the Work."
- (2) This Non-collusion Affidavit is executed by Affiant for inclusion with the submission to the DWSD of the Bid and may be relied upon by the DWSD in considering the Bid.
- (3) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, has not entered into any contract, combination, conspiracy or other act prohibited by federal, State or any other local Law. The Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the Bidder nor any of the Bidder's DWSDs, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the DWSD or any other person interested in the Work.
- (5) No officer or employee of the City of Detroit is personally or financially interested, directly or indirectly, in the Bid, or any Contract which may be under it, or in the purchase or sale of any materials or supplies for the Work to which it relates, or any portion of any expected profits thereto.
- (6) The Bid is not intended to secure an unfair advantage or benefit from the DWSD or in favor of any person interested in the proposed Contract.
- (7) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's DWSDs, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its DWSDs, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

Signature



Date

6/13/2025

VERIFICATION

STATE OF MICHIGAN, COUNTY OF WAYNE

Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) Michele Burton to me well known to be the person described in and who signed this Affidavit, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter Bidder's name) DJ's Landscape Management, that he/she has been authorized by (enter name of individual, partnership name, or the authorized governing body of the Bidder) Will Kelderhouse to execute this Affidavit on behalf of the named Bidder in favor of the CITY OF DETROIT, MICHIGAN, for the uses and purposes mentioned.

Subscribed and sworn to before me this 13th day of June, 2025.

Notary Public Michele L Burton

Michele L Burton
NOTARY PUBLIC - STATE OF MICHIGAN
County of Wayne
My Commission Expires 12/22/2029
Acting In the County of _____

My Commission expires December 22, 2029

Attachment J – Resolution of Corporate Authority

1. Will Kelderhouse Corporate Officer of

(Print or Type) DJ's Landscape Management a, L.L.C.

Corporation (the "Company") DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 6/3/2025 and that the same is now in full force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement; document, or other instrument, or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that DJ Vanderslick is Chairman of the Board, and

Jeff Kladder is President, Will Kelderhouse is

Treasurer, Phil VanStratten is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in 534440 and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 13th day of June, 2025.
CORPORATE SEAL


Corporate Officer's Signature

CFO
Title

Attachment K – City of Detroit Affidavit Forms

OFFICE OF CONTRACTING AND PROCUREMENT CONSOLIDATED AFFIDAVITS

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents, and have this document notarized before uploading.

I, Will Kelderhouse being a duly authorized representative of DJ's Landscape Management (hereinafter "Contractor"), am authorized to enter into each of the following affidavits and disclosures on behalf of Contractor and bind Contractor to the obligations stated herein.

I. HIRING POLICY COMPLIANCE

I have reviewed the hiring policies of Contractor and I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that Contractor will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the Contractor interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I HAVE ATTACHED A COPY OF THE APPLICATION that Contractor will use to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE

1. Name of Contractor: DJ'S LANDSCAPE MANAGEMENT
2. Address of Contractor: 36700 NORTHLINE ROAD
ROMULUS, MICHIGAN 48174
3. Name of Predecessor Entities (if any) N/A

Attachment K (continued) – City of Detroit Forms & Affidavit

- [illegible]

5. 1992 Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

OR

_____ Contractor has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

OR

_____. Contractor has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. X Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

OR

_____ Contractor has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

7. X Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

OR

_____ Contractor has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render any contract between Contractor and City of Detroit voidable by the City of Detroit.

Attachment L – Employing Detroit Residents Questionnaire

If info is unknown at time of bid, please provide an estimate.

1. What is the total number of employees at Bidder's firm?
440
2. Of those, how many are Detroit Residents?
70
3. How many total employees will be assigned to this contract?
8
4. Of those assigned to this contract, how many are Detroit Resident's?
8
5. Which Certification does your business qualify for (if any)? If none, input "none".
None

Types of CRIO Equalization Certification Credits:

Detroit Headquartered Business (DHB) A Detroit Business who meets qualifications of DBB who is headquartered in Detroit.
Detroit Based Business (DBB) A business located in Detroit for at least one taxable year.
Detroit Based Small Business (DBSB) Business that qualifies as DBB and that meets requirements for DSB based on industry type.
Detroit Based Micro Business (DBMB) Must have annual gross receipts of \$1,000,000.00 or less, no more than 15 employees, and located in Detroit.
Detroit Resident Business (DRB) A business that has at least 4 employees of which at least 51% are Detroit residents.
Joint Venture Two firms that collaborate on a project of which one of the firms is a Detroit certified business and meets the requirements for JV as described in the City Ordinance.
Mentor Venture A joint venture of separate firms one of which is a Detroit certified business that has been created to perform a specific contract by written agreement and meets the criteria for MV as described in the City Ordinance.

Attachment M – Non-Iran Linked Businesses

By signing the proposal/bid, I certify and agree on behalf of myself and the company submitting the proposal the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran-linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by DWSD in this regard.

Will Kelderhouse 6/13/2025



ADDENDUM NO. 1
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
DWSD REQUEST FOR BIDS (RFB) NO. 534440
"Grounds Maintenance Service"
Issued May 9, 2025

This Addendum No. 4 is hereby made part of the bidding documents for the above referenced project and shall be taken into consideration by any and all Bidders submitting Bids on this project. Receipt of this Addendum No. 4 must be acknowledged by all the Bidders see Section 1.0 Information and Instruction, (page 5), 1.4 Addendums, Question and Inquiries, (page 5).

MODIFICATIONS:

Note: Changes are listed in ***bold and italic*** font below:

- 1. ADD: Grounds Maintenance Pre-Bid Conference Attendance Sheet***

ADDENDUM NO. 1A
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
DWSD REQUEST FOR BIDS (RFB) NO. 534440
"Grounds Maintenance Service"
Issued May 9, 2025

This **Addendum No. 1A** is hereby made part of the bidding documents for the above referenced project and shall be taken into consideration by any and all Bidders submitting Bids on this project. Receipt of this Addendum No. 4 must be acknowledged by all the Bidders see Section 1.0 Information and Instruction, (page 5), 1.4 Addendums, Question and Inquiries, (page 5).

MODIFICATIONS:

Note: Changes are listed in ***bold, highlighted, underlined and italic*** font above:

1. ADD: Grounds Maintenance Pre-Bid Conference Attendance Sheet

PRE-BID MEETING SIGN IN SHEET RFB 534440 Grounds Maintenance Wednesday, May 14, 2025 at 1:00 PM EST Via Microsoft Teams Conference					Attended Pre-Bid
	Company Name	Attendee Name	Phone	Email	
1	Brightview Landscapes, LLC	Luigi Lampasona	(248) 494-1433	Luigi.Lampasona@brightview.com	<input checked="" type="checkbox"/>
2	DJ's Landscape Management	Brian McDonald	o. 734.941.3900 m. 734.732.1761	brian.mcdonald@djslandscape.com	<input checked="" type="checkbox"/>
3	Detroit Grounds Crew	Joshua Arntson		joshua.arntson@migroundscrew.com	<input type="checkbox"/>
4	Detroit Grounds Crew	Mack Marion		mack.marion@migroundscrew.com	<input checked="" type="checkbox"/>
5	Detroit Grounds Crew	Chris Turner		chris.turner@migroundscrew.com	<input type="checkbox"/>
6	Detroit Grounds Crew	Chris Aldridge		chris.aldrige@migroundscrew.com	<input checked="" type="checkbox"/>
7	Detroit Grounds Crew	Aaron Smith		aaron.smith@migroundscrew.com	<input checked="" type="checkbox"/>
8	NETSOLUTIONS LLC	JULIAN BURROWS	(313) 979-2054	mrlulian313@gmail.com	<input checked="" type="checkbox"/>
9	NETSOLUTIONS LLC	Brianna Swanson	(248) 910-2306		<input checked="" type="checkbox"/>
10	One Stop Property Maintenance, LLC	Kenji Lemon	313-957-0070	klemont@ospmain.com	<input checked="" type="checkbox"/>
11	One Stop Property Maintenance, LLC	Samantha Harris	313-957-0070	info@slymangrp.com	<input type="checkbox"/>
12	Twelve Rivers Land Management LLC	Dylan Varnes	(313) 820-0800	contact@twelveriverslm.com	<input checked="" type="checkbox"/>
13	Premier Group Associate	Aaliyahia Cephus	(313) 963-1700	aCephus@pqaic.com	<input checked="" type="checkbox"/>
14	Premier Group Associate	Cessario Torres	(313) 963-1700		<input type="checkbox"/>
15	Detroit Grounds Crew	Monique Carter			<input checked="" type="checkbox"/>

Attendees from DWSD
 Frezetta Brown - Procurement
 Martin Craig - Facility Operations
 Tory Thompson - Facility Operations
 Keith Sykett - Facility Operations
 Leon Wheeler - Facility Operations
 Halimah Muntaqim - Facility Operations

ADDENDUM NO. 2
CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
DWSD REQUEST FOR BIDS (RFB) NO. 534440
"Grounds Maintenance Service"
Issued May 9, 2025

This Addendum No. 2 is hereby made part of the bidding documents for the above referenced project and shall be taken into consideration by any and all Bidders submitting Bids on this project. Receipt of this Addendum No. 4 must be acknowledged by all the Bidders see Section 1.0 Information and Instruction, (page 5), 1.4 Addendums, Question and Inquiries, (page 5).

MODIFICATIONS:

Note: Changes are listed in ***bold, highlighted, underlined and italic*** font below:

- 1. Replace:** Addendum 1 with **Addendum 1A**

ADDENDUM NO. 3

CITY OF DETROIT

WATER AND SEWERAGE DEPARTMENT DWSD

REQUEST FOR BIDS (RFB) NO. 534440

"Grounds Maintenance Service"

Issued May 9, 2025

This Addendum No. 3 is hereby made part of the bidding documents for the above referenced project and shall be taken into consideration by any and all Bidders submitting Bids on this project. Receipt of this Addendum No. 3 must be acknowledged by all the Bidders see Section 1.0 Information and Instruction, (page 3), 1.4 Addendums, Questions, and Inquiries (page 5).

MODIFICATIONS:

Note: Changes are listed in bold, underlined, highlighted and italic font below:

- 1. REPLACE:** Replace Attachment E - Price Form 534440 with **Attachment E1 – Price Form 534440**

**ADDENDUM NO. 4
CITY OF DETROIT**

**WATER AND SEWERAGE DEPARTMENT DWSD
REQUEST FOR BIDS (RFB) NO. 534440
"Grounds Maintenance Service"
Issued May 9, 2025**

This Addendum No. 4 is hereby made part of the bidding documents for the above-mentioned project and shall be taken into consideration by any and all Bidders submitting Bids on this project. Receipt of this Addendum No. 4 must be acknowledged by all the Bidders see Section 1.0 Information and Instruction, (page 3), 1.4 Addendums, Question and Inquiries, (page 5).

RESPONSES TO QUESTIONS RECEIVED BY QUESTION DEADLINE

Please note that all bidder's questions are responded to in ***BOLD AND ITALIC text.***

Premier Group Associates, LC – Received 5/14/25 (MITN)

Question 1: Attachment E During the Pre-Bid meeting on Teams, it was stated that there would be fall and spring cleanups; however, I did not see that as a line item in attachment E, Price Form. Could you provide some clarity?

Response: ***Bidders should input pricing for the Spring Cleanup and Fall Cleanup in the area labeled (B Section 5) on Attachment E1- Price Form which is designated for the spring and fall cleanup pricing and coincides with Attachment C – Scope of Work Grounds Maintenance Services, pages 4 through 6, Section 5(5a, 5b, 5c, and 5d).***

Brightview Landscape – Received 5/22/25 (MITN)

Question 1: Is there a way to get a sample insurance of what is required, please.

Response: ***Yes, see attached DWSD Insurance Requirements below. The ACORD form is preferred; bidders' insurance agent can provide the ACORD form.***

Question 2: A typical season is April - November, or around 30 weeks. To adequately service a property, you can go 26 weeks of service. How many service weeks would you like us to include in this proposal?

Response: ***See Attachment C – Scope of Work Grounds Maintenance Services, page 3, Section 4d. Quote the estimated 95 cycles for a 5-year term as requested on Attachment E1 – Price Form.***

Question 3: On the site walk at your central location, there were numerous areas within the parking lot that were asked to be sprayed and kept somewhat weed free. How many spraying occurrences would you like to be included in the proposal?

Response: ***See Attachment C – Scope of Work Grounds Maintenance Services, page 2, Section 4b, and page 5, Section 5b. Any additional spraying occurrences will need to be authorized by DWSD Facility Operations Department.***

Appendix 2

Company Name & Contact Information:

DJ's Landscape Management / Brian McDonald / brian.mcdonald@djslandscape.com

List of Equipment - See Page 6, Item 6a

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2025

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).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546	CONTACT NAME:	FAX (A/C, No): 616-942-1118	
	PHONE (A/C, No, Ext): 616-575-2369	E-MAIL ADDRESS: info@insuredwithcollins.com	
INSURED D.J.'s Lawn Service, LLC; D.J.'s Landscape Management, Inc. 4720 52nd Street SE Grand Rapids MI 49512	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Ins Co		24147
	INSURER B: The Travelers Indemnity Co		
	INSURER C: Frankenmuth Mutual		13986
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1530609939 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MWZY311816 25	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto <input type="checkbox"/> Phys. Damage			MWTB311817 25	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Damage \$ 50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8S327382-25-NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC311815 25	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater	N	N	QT-660-6F302219-TIL-25	2/1/2025	2/1/2026	Leased/Rented Equip 250,000
C	Crime/Employee Dishonesty	N	N	6707813	10/31/2024	10/31/2025	Deductible 2,500 Employee Dishonesty 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Grounds Maintenance Service BIND NO #534440.

The City of Detroit is Additional Insured for Ongoing and Completed Operations on a Primary and Non-Contributory basis with respects to the General Liability when required by written contract. Waiver of Subrogation applies in favor of the Additional Insureds for the General Liability and Workers Compensation when required by written. 30 day Notice of Cancellation applies except for Non-Payment of Premium.

CERTIFICATE HOLDER

CANCELLATION

City of Detroit
Water and Sewerage Department
Office of Contracting and Procurement
735 Randolph Street
Detroit MI 48226-2830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE