

CITY OF ANN ARBOR  
INVITATION TO BID

COPIES



**Right of Way Mowing and Landscaping Services**

**ITB No. 4727**

**Due Date: March 7, 2023 at 2:00 PM (Local Time)**

Public Services, Public Works

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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### **ATTACHMENTS**

*City of Ann Arbor Sample Purchase Agreement*

*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

*City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*

# INSTRUCTIONS TO BIDDERS

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## General

The City of Ann Arbor's Procurement Office is soliciting bids for right of way mowing and landscaping services based on the specifications provided herein. The pricing provided for this ITB shall be firm for two (2) years. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for one (1) additional two (2) year period not to exceed four (4) years in total. If the contract is extended, a onetime cost escalator of no greater than 3% may be added to the submitted rates. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

Any Bid which does not conform fully to these instructions may be rejected.

## Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

## Questions or Clarification / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **February 24, 2023 @ 3:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Paul Matthews, [pmatthews@a2gov.org](mailto:pmatthews@a2gov.org)  
Bid Process and Compliance questions emailed to Colin Spencer, [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at [cspencer@a2gov.org](mailto:cspencer@a2gov.org) after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## Bid Submission

**All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before March 7, 2023 at 2:00 p.m. (Local time).** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4727 – Right of Way Mowing and Landscaping Services**

**Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this ITB Document should be included in submitted bids.**

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**

**Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.**

Hand delivered bids may be dropped off to City Customer Service or to the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

## Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from

other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

## Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Living Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as

the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of any notices of intent. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by a bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

## **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## **Environmental Commitment**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

**INVITATION TO BID**

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

*In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.*

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 7th DAY OF March, 2023.

Lansing Real Green Lawn Care, Inc  
Bidder's Name

  
Authorized Signature of Bidder

7845 E Vermontville Hwy, Dimondale, MI 48821  
Official Address

Crystal Gomez-Johnson  
(Print Name of Signer Above)

517-887-4989  
Telephone Number

realgreenlawncareinc@gmail.com  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of Michigan, for whom Crystal Gomez-Johnson, bearing the office title of President, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~\* An individual, whose signature with address, is affixed to this Bid. \_\_\_\_\_ (initial here)~~

Authorized Official

Crystal Gomez-Johnson Date March 7, 2023

(Print) Name Crystal Gomez-Johnson Title President

Company: Lansing Real Green Lawn Care, Inc

Address: 7845 E Vermontville Hwy , Dimondale, MI 48821

Contact Phone (517) 887-4989 Fax (517) 887-5009

Email realgreenlawncareinc@gmail.com



## **SPECIFICATIONS**

### **GENERAL**

The selected bidder(s) will be required to fully comply with the specifications for each property listed below and coordinate the provision of services with the property contact listed in the specifications.

### **TRAFFIC ISLAND MOWING**

Invoices for traffic island and special request mowing will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of mowing must be clearly printed on invoices.

Traffic Islands – (list of all traffic islands and maps provided)

Weekly mowing, trimming and trash removal of approximately 221 traffic islands. Seasonal mowing will commence approximately April 15th and end November 1st of each year. Contractor will provide to City a written update of completed traffic islands by close of business each week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

### **WASTEWATER TREATMENT PLANT MOWING**

49 Old Dixboro Road, Ann Arbor, MI 48105

The Wastewater Treatment Plant (WWTP), located at 49 Old Dixboro Road, Ann Arbor, MI 48105 has approximately five (5) acres (216,800 square feet) of turf that will require mowing and trimming.

A mowing season is approximately April 20 through October 31 with approximately 25 mowing's per season. Mowing will take place once per week unless directed otherwise by WWTP staff. City staff may determine that during times of rapid turf growth, mowing may take place twice per week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

The Contractor shall weed whip all areas around tanks, buildings, structures and hydrants twice per month. Areas or slopes not accessible by large mowers shall be maintained by alternative methods (e.g., weed whipped, cut by hand mower, etc.). Cuttings, debris and litter shall not be blown into plant process tanks and must be cleaned from all walkways. The Contractor shall cut all saplings and/or brush six (6) inches in height or greater along buildings and tanks.

The Contractor shall trim and/or cut brush, grass, and weeds along both sides of the WWTP's entrance drive. The area shall be maintained to a distance of three (3) feet behind the guard rail. This shall be done in the early spring, midsummer and early fall. This item will be itemized separately from the general lawn mowing service.

If directed by WWTP staff to increase the frequency of mowing, the additional maintenance will be paid at the effective per mowing rate times the number of mowing events. If directed by WWTP staff to decrease the frequency of mowing, the vacated week of mowing will not be paid.

The contact person for Wastewater Treatment Plant mowing is Jeremy Holbrook at (734) 794-6450. Invoices for Wastewater Treatment Plant mowing will be mailed to 49 Old Dixboro Road, Ann Arbor, MI 48105. The location and dates of mowing must be clearly printed on all invoices.

**OTHER CITY PROPERTIES**

Invoices for these properties will be addressed to 301 E. Huron Street, Ann Arbor, MI 48107, attention Financial Services.

Seasonal biweekly mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start.

**PUBLIC WORKS OTHER PROPERTIES**

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of mowing must be clearly printed on invoices.

Seasonal biweekly mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start.

**LANDSCAPING SERVICES**

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of landscaping services must be clearly printed on invoices.

Monthly services required are weeding/suppression, dead heading and trash/debris removal.

**RIGHT OF WAY MOWING AND BRUSH CLEARING**

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of landscaping services must be clearly printed on invoices.

Mow a 6' strip and clear brush back 6' and up to a height of 7'.

**GUARDRAIL TRIMMING**

Invoices for these properties will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of landscaping services must be clearly printed on invoices.

Mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8'

## BID FORM - PRICING

**VENDOR NAME:** Lansing Real Green Lawn Care, Inc

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract which is anticipated to be two years or upon completion.

### **A. TRAFFIC ISLAND MOWING**

#### **i. City Traffic Islands**

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for twenty nine cycles during each growing season at \$ 2,095.00 per cycle x 29 = \$ 60,755.00.

For accounting purposes only: \$ .001 per square foot of mowing (cycle).

#### **ii. Trunkline City Traffic Islands**

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for twenty nine cycles during each growing season at \$ 300.00 per cycle x 29 = \$ 8,700.00.

For accounting purposes only: \$ .001 per square foot of mowing (cycle).

### **B. WASTEWATER TREATMENT PLANT (WWTP) MOWING**

Mow, trim, and remove cuttings, debris and litter at the WWTP approximately 29 times during each growing season:

\$ 300.00 per mowing (approximately 5 acres)

Trim/cut brush (up to 2" diameter), grass, and weeds along the entrance drive three (3) times per growing season:

\$ 120.00 per trim and/or cut on both sides of WWTP entrance drive.

### **C. OTHER CITY PROPERTIES**

1510 Stadium (Fire Station #2)

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35.00 per cycle x 14 = \$ 490.00.

For accounting purposes only: \$ .002 per square foot of mowing (cycle).

721 N. Main Street (Old Fleet Garage) and CNG Station on Summit

406 N. Ashley/Dental Clinic

926 Mary Street/Poll Place

3442 Platt Road/Vacant Lot (extension and 30' back on road frontage)

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 55.00 per cycle x 14 = \$ 770.00.

For accounting purposes only: \$ .002 per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section C. Other City Properties \$ 1,260.00.

**D. PUBLIC WORKS OTHER CITY PROPERTIES**

406 Maple Ridge St./Vacant Lot NW 1029

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 45.00 per cycle x 14 = \$ 630.00.

300 Crest

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 40.00 per cycle x 14 = \$ 560.00.

2982 Shady Lane

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 35.00 per cycle x 14 = \$ 490.00.

875 S. Maple/Vacant Lot south of Discovery Center (extension and 30' back on both road frontages)

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 70.00 per cycle x 14 = \$ 980.00.

Washtenaw Bike Path – Located on the north side of Washtenaw Ave. between Tuomy and Glenwood. Contractor shall cut strip of grass on both sides of the path.

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 110.00 per cycle x 14 = \$ 1,540.00.

Plymouth Rd – North side of Plymouth from Broadway to 1621 Plymouth and South side of Plymouth from 1552 Plymouth to 1800 Plymouth, Cut grass, string trim all of the cracks in the sidewalk and edges of retaining walls, and blow off sidewalks.

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 65.00 per cycle x 14 = \$ 910.00.

For accounting purposes only: \$ .004 per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section D. Public Works Other Properties \$ 5,110.00.

**E. LANDSCAPING SERVICES**

Washtenaw Stadium Split

Maintain 14 beds and concrete islands throughout the growing season. Monthly services required are weeding/suppression, dead heading and trash/debris removal at \$ 250.00 per monthly visit May-October.

Wheeler Service Center

Maintain landscaping beds in front of the Wheeler Service Center, 4251 Stone School Rd throughout the growing season. Monthly services required are weeding/suppression, bed edging, dead heading and trash/debris removal at \$250.00 per monthly visit May-October.

Additional Locations

Weed and edge various landscaping and flower beds as requested throughout the growing season at \$70.00 per hour (factor in 2 techs and one truck).

Total for Six (6) cycles for all of the properties included in section E. Landscaping

Services \$ 3,000.00

**F. RIGHT OF WAY MOWING AND BRUSH CLEARING**

Huron River Drive – North and South sides Between N. Main and the City limits east of Foster Rd

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$1,900.00 per cycle x 2 = \$3,800.00

Pontiac Trail – West side of Pontiac Trail between Longshore and Swift St

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$325.00 per cycle x 2 = \$650.00

Plymouth Rd- West side of Plymouth Rd between Barton and Moore

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$590.00 per cycle x 2 = \$1,180.00

Fuller – Both sides of Fuller Rd between Fuller Ct and the entrance to Furstenberg Nature Area

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$1,100.00 per cycle x 2 = \$2,200.00

Fuller – South side of Fuller between N. State and Glen Ct

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$550.00 per cycle x 2 = \$1,100.00

Glazier Way – North side of Glazier Way between Wolverhampton Lane and Green Rd

Must mow a 6’ strip and clear brush back 6’ and up to a height of 8’ for two (2) cycles during each growing season at \$1,100.00 per cycle x 2 = \$2,200.00

Glazier Way – South side of Glazier Way between Huron Parkway and Fuller Rd

Must mow a 6' strip and clear brush back 6' and up to a height of 8' for two (2) cycles during each growing season at \$1,000.00 per cycle x 2 = \$2,000.00.

Glazier Way – South side of Glazier Way between Green Rd. and Bardstown Trail.

Must mow a 3' strip and clear brush back 3' and up to a height of 8' from the sidewalk for two (2) cycles during each growing season at \$100.00 per cycle x 2 = \$200.00.

Bemidji Dr. – North side of Bemidji Dr, east of Montgomery Ave to Crest

Must mow a 3' strip and clear brush back 3' and up to a height of 8' from the sidewalk for two (2) cycles during each growing season at \$100.00 per cycle x 2 = \$200.00.

For accounting purposes only: \$.002 per linear foot of mowing (cycle).

Total for two (2) cycles for all of the properties included in section F. Right of Way Mowing and Brush Clearing \$ 13,530.00.

#### **G. GUARDRAIL TRIMMING**

Stone School Rd – Both sides of Stone School Rd. north and south of I-94

Must mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8' for six (6) cycles during each growing season at \$45.00 per cycle x 6 = \$270.00.

Geddes – Guardrails East of Gallup park entrance heading east to Windy Crest Drive

Must mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8' for six (6) cycles during each growing season at \$45.00 per cycle x 6 = \$270.00.

Geddes Ave – Guardrail under Huron Pkwy between Geddes Ridge and Riverview Dr.

Must mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8' for six (6) cycles during each growing season at \$45.00 per cycle x 6 = \$270.00.

Depot and Fuller – Guardrail that runs from bridge on Fuller around the corner and west on Fuller to Depot toward train station

Must mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8' for six (6) cycles during each growing season at \$45.00 per cycle x 6 = \$270.00.

N. Main – Guardrail along the pedestrian bridge north of Northbrook.

Must mow a 3' strip around and string trim and clear brush back 3' and up to a height of 8' for six (6) cycles during each growing season at \$45.00 per cycle x 6 = \$270.00.

For accounting purposes only: \$ .001 per linear foot of trimming (cycle).

Total for two (6) cycles for all of the properties included in section G. Guardrail Trimming

\$ 1,350.00.

Signature of Authorized Representative of Bidder *Cynthia Anne Johnson*

## BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1.     Company or City     City of Lansing - MDOT

          Contact Name     Irene Cahill

          Telephone Number (517) 483-4161 or C: (517) 388-4402     483-4161

          E-mail             irene.cahill@lansingmi.gov
  
2.     Company or City     City of Lansing - Public Service Department

          Contact Name     Nathan Arnold

          Telephone Number (517) 483-4298 or C:(517) 256-7444

          E-mail             nathan.arnold@lansingmi.gov
  
3.     Company or City     Lansing Mall

          Contact Name     Juan Marin

          Telephone Number (517) 575-1900

          E-mail             jmarin@krigproperties.com





## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Lansing Real Green Lawn Care, Inc	517-887-4989	
Vendor Name	Vendor Phone Number	
	3/7/2023	Crystal Gomez-Johnson
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Lansing Real Green Lawn Care, Inc

Company Name

*Crystal Gomez-Johnson*

3/7/2023

Signature of Authorized Representative

Date

Crystal Gomez-Johnson / President

Print Name and Title

7845 E Vermontville Hwy, Dimondale, MI 48821

Address, City, State, Zip

517-887-4989 realgreenlawncareinc@gmail.com

Phone/Email Address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees \_\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Lansing Real Green Lawn Care, Inc

Company Name

7845 E Vermontville Hwy

Street Address



Signature of Authorized Representative

Date

Dimondale, MI 48821

City, State, Zip

Crystal Gomez-Johnson / President

Print Name and Title

517-887-4989 realgreenlawncareinc@gmail.com

Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org

Rev. 3/10/22