



CITY COUNCIL AGENDA ITEM

Date: April 3, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Cindy Stewart, Community Affairs Director

Subject: Standard Purchasing Resolution 1: Award to Low Bidders – Home Chore Lawn and Yard Services

History

- The City of Troy receives Community Development Block Grant funding each year and 15% of the total funding can be allocated for Public Services. The City of Troy utilizes our Public Services allocation for the Home Chore program. Low income qualified senior citizens and persons with permanent disabilities are eligible for the City's Home Chore Program which offers lawn and yard services in the spring, summer and fall seasons and Snow Removal in the winter. The yard services include lawn mowing plus spring and fall clean up of the homeowner's yards. Currently the City has over ninety (90) qualified recipients signed up for the Home Chore Program.
- The current contract expired December 31, 2013.

Purchasing

- On March 20, 2014; a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 243 vendors were notified via the MITN website. Five (5) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	243
Troy Companies notified via MITN	8
Troy Companies notified Active email Notification	7
Troy Companies notified Active Free	1
Companies that viewed the bid	22
Troy Companies that viewed the bid	1

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying** members are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



CITY COUNCIL AGENDA ITEM

- The award recommendation considered the vendor offering the best combination of a variety of factors including: bid price, professional competence and level of service, equipment fleet, references, and the comfort of the residents involved in the program.

Purchasing (continued)

- The contract warrants making an award to a primary and secondary contractor in the event the primary contractor is unable to perform services as specified. The secondary vendor will be called upon to fulfill the terms of the contract if necessary.
- A low total award for Proposals A and B is being recommended as neither contractor was interested in a split award. Separate contracts with different vendors for each Proposal have proven to be an administrative nightmare, with one contractor blaming the other for uncompleted or shoddy work.

Financial

Funds for lawn and yard services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

Recommendation

City management recommends City Council award contracts for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Brantley Development, LLC of Inkster, MI as primary contractor, and Oakland Livingston Human Service Agency of Pontiac, MI, as secondary contractor at unit prices contained in the bid tabulation opened April 1, 2014; contract to expire April 30, 2016.

(As Needed)

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

VENDOR NAME:		Brantley Development LLC	Oakland Livingston	Outdoor Enhancements
		Inkster, MI	Pontiac, MI	Lake Orion, MI
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
70	Lawn Care Services Residential City of Troy	\$10.00	\$10.00	\$14.00
Lots	Home -average lot size 100 ft x 180 ft	\$18,200.00	\$18,200.00	\$25,480.00
24	Lawn-care Services at lots over 100 ft x 180 ft	\$14.00	\$11.00	\$15.00
Lots	or corner lots	\$8,736.00	\$6,864.00	\$9,360.00
PROPOSAL A ESTIMATED TOTAL 26 Weeks		\$26,936.00	\$25,064.00	\$34,840.00
PROPOSAL B: YARD CLEAN UP				
70	Yard clean up at a residential City of Troy	\$30.00	\$55.00	\$68.00
Lots	home - average lot size 100 ft x 180 ft	\$4,200.00	\$7,700.00	\$9,520.00
24	Yard Clean up for lots over 100 ft x 180 ft or	\$36.00	\$68.00	\$78.00
Lots	corner lots	\$1,728.00	\$3,264.00	\$3,744.00
PROPOSAL B ESTIMATED TOTAL 2 Weeks		\$5,928.00	\$10,964.00	\$13,264.00
GRAND TOTAL BOTH SERVICES: Estimated		\$32,864.00	\$36,028.00	\$48,104.00
SITE INSPECTIONS:	Yes or No	NO	YES	NO
	Date		3/28/2014	
PHONE NUMBERS:	Daytime	810-610-0427	248-209-2675	248-693-1269
	24 Hour	810-610-0427	248-342-3441	248-891-3760
	Contact Name	Stanley Brantley	Thomas Ferguson	Peter Carroll
	Hrs of Operation	7am/7pm	8am/5pm	M-Sat. 9AM/7PM
PAYMENT TERMS:		2% 10 days	Monthly Invoice	Net 20
EXCEPTIONS:		None	None	None
				NO
ALL OR NONE AWARD:	Y or N	YES	NO	YES
ACKNOWLEDGEMENTS:	Signed Y or N	2 Forms Missing	YES	YES
VENDOR QUESTIONNAIRE:	Attached Y or N	YES	YES	YES

ATTEST:

Susan Riesterer
 Rick Greenwell
 Enna Bachelor

BOLDFACE TYPE DENOTES LOW TOTAL BIDDER

MaryBeth Murz,
 Purchasing Manager

CITY OF TROY
 BID TABULATION
 LAWN SERVICES/HOME CHORE PROGRAM

VENDOR NAME:		Universal Lawn Care, Inc. Shelby Twp, MI	Advantage Property Services, Inc. Utica, MI	
		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
70 Lots	Lawn Care Services Residential City of Troy Home -average lot size 100 ft x 180 ft	\$18.00 \$32,760.00	\$18.37 \$33,433.40	
24 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$18.00 \$11,232.00	\$28.75 \$17,940.00	
PROPOSAL A ESTIMATED TOTAL 26 Weeks		\$43,992.00	\$51,373.40	
PROPOSAL B: YARD CLEAN UP				
70 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$40.00 \$5,600.00	\$95.00 \$13,300.00	
24 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$42.00 \$2,016.00	\$142.50 \$6,840.00	
PROPOSAL B ESTIMATED TOTAL 2 Weeks		\$7,616.00	\$20,140.00	
GRAND TOTAL BOTH SERVICES: <i>Estimated</i>		\$51,608.00	\$71,513.40	
SITE INSPECTIONS:	Yes or No Date	NO	NO	
PHONE NUMBERS:	Daytime 24 Hour Contact Name Hrs of Operation	586-566-9483 586-615-2752 Jason Gelle 6am/6pm	586-262-4981 586-344-4238 Michael DePlanche 8am/5pm	
PAYMENT TERMS:		Net 30	Net 30	
EXCEPTIONS:		None	None	
ALL OR NONE AWARD:	Y or N	YES	YES	
ACKNOWLEDGEMENTS:	Signed Y or N	YES	YES	
VENDOR QUESTIONNAIRE:	Attached Y or N	YES	YES	

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2013**

City of Troy

Municipality

Brantley Development LLC

Service Agency

Effective Date: April 15, 2014

Ending Date: April 30, 2016

This contract shall be effective for 2 year(s) from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2014 **Account Name:** Yard Services

Total CDBG Dollar Amount of Contract: \$ 45,932

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between Brantley Development LLC,

(Name of Service Agency)

hereinafter designated as the "Service Agency", having its principal office at
2648 Bayhan, Inkster, MI 48141

(Service Agency Address)

and, _____ City of Troy _____, hereinafter designated as the "Municipality",

(Name of Municipality)

having its principal office at 500 W. Big Beaver, Troy MI, 48084.

(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(Detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** Lawn Care Services (Residential) \$10/single lot; \$14/double lot. Lawn services includes mowing; walkways & driveway edges trimmed with trimmers or edgers; Clippings blown from driveway & walkways.

Yard Clean-up (Residential) Spring & Fall: \$30/single lot; \$36/double lot. Yard Clean-up includes removal & disposal of all debris; gutter cleaning; leaf collection & disposal.

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of \$ 40,000.
 - B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.
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Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.

- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair.

- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
 The Service Agency shall comply with the provisions of 24 CFR Part 24 requiring that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name: Brantley Development LLC

Name: City of Troy

Representative Name: Stanley Brantley

Representative Name: Cindy Stewart

Phone #: 810.610.0427

Phone #: 248.524.1147

Email Address: Brantley_Development@yahoo.com

Email Address: cindy.stewart@troymi.gov

Address: 2648 Bayhan, Inkster MI 48141

Address: 500 W. Big Beaver, Troy MI 48084

IRS #:

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY

MUNICIPALITY

Name: Brantley Development LLC

Name: City of Troy

Officer Name: Stanley Brantley

Officer Name: Cindy Stewart

Officer Title: Owner

Officer Title: Community Affairs Director

Signature:

Signature:

Witnessed:

Witnessed:

Date:

Date: