

March 12, 2020

TO: All Interested Bidders

SUBJ: Request for Bid - Lawn Mowing Services

The City of Benton Harbor extends to you an invitation to submit a bid for the furnishing of services in accordance with the instructions and specifications enclosed. The required services involve the mowing of lawns, several city buildings, vacant lots, and parks throughout the city. You are welcome to bid on any portion of the maintenance, or all of the maintenance.

The City will receive sealed proposals in the Clerk's Office, at City Hall 200 E. Wall Street, Benton Harbor, Michigan 49022 on or before April 2, 2020 at 4:00 p.m. A bid opening is scheduled for Friday, April 3, 2020 at 10:00 a.m. at the aforementioned location.

Please read the proposal instructions and forms that are enclosed herein to ensure thoroughness and accuracy in your response.

Thank you for your cooperation in serving the City of Benton Harbor.

Sincerely,

Ellis Mitchell, City Manager

Enclosures: 1. Request for bid, Lawn Mowing Services, dated March 20, 2020
 2. Bid Proposal form, Lawn Mowing Services

Request for Proposal

Lawn Mowing Services

March 20, 2020

City of Benton Harbor
City Clerk's Office
200 East Wall Street
Benton Harbor, Michigan 49022
(269) 927-8400

Lawn Mowing Services Proposal – 2020 & 2021

Bid Date: March 20, 2020

Proposal Information, Conditions, and Specifications for Lawn Mowing Services

PROPOSAL REQUIREMENTS

The City of Benton Harbor will accept sealed proposals for furnishing Lawn Mowing services for city owned properties for the 2020 & 2021 seasons.

Sealed proposals must be received at the City Clerk's Office on or before April 2, 2020 at 4:00 PM. Any proposals received after the time and date specified, shall be declared unresponsive, and will be returned to the sender without review or further comment from the City. Bidder is hereby advised that depositing proposals with postal, package, or common carriers does not constitute delivery of the same to City. The City of Benton Harbor assumes no responsibility for late arrival.

Proposals are to be submitted on forms provided by the City of Benton Harbor. Proposals are to be complete, and properly executed by an officer having the full authority to enter into contracts of the proposed magnitude. All proposals submitted shall remain firm throughout contract. The Bidder shall provide a proposed price in accordance with the Bid Proposal Form enclosed herewith.

The City's possession and/or review of Bidder's proposal; and analysis, evaluation, and ranking of same does not constitute in any manner whatsoever, a commitment on the part of the City that any order will be forthcoming. **Contractual commitments, if any, will be accomplished by way of purchase order contract in accordance with the contract document included herein and executed by an agent with the authority to do so on behalf of the City.** Bidder is strongly advised that the City shall not be responsible for any costs or damages whatsoever associated with proposal preparation, proposal submission, or commitments presumed under the color of authority. It should be clearly understood that although proposals will be received until April 2, 2020; actual contract award, if any, will be made at a subsequent date.

The City of Benton Harbor reserves the right to accept or reject any or all proposals, in whole or in part; to waive any irregularities therein; to increase or decrease the quantities listed; to award the contract to other than the low bidder; or to accept any responsible proposal.

Proposals shall be submitted in sealed envelope(s) addressed as follows:

**City of Benton Harbor City Hall
City Clerk's Office
200 East Wall Street
Benton Harbor, Michigan 49022**

Envelope(s) shall be clearly marked with the following inscription:

"Lawn Mowing Services Proposal 2020 and 2021"

The Bidder shall include in his/her proposal, a brief history of his/her company and three references of accounts presently (or recently) receiving services similar to the proposed services.

The Bidder shall provide detailed information regarding those efforts contemplated for subcontracting (if any). Efforts to be addressed include mowing, raking, sweeping, clearing, hauling, trimming, edging, pruning, transferring, sorting, and disposal, if applicable.

Lawn Mowing Services Requirement

The City of Benton Harbor requires a Lawn Mowing service for its City buildings, parks, and vacant lots, and other established sites during the 2020 and 2021 growing seasons. Site locations are attached.

Equipment and Labor

The Bidder shall have adequate labor and equipment at his/her disposal to mow and/or trim lawns and shrubbery and remove generated debris at sites listed. Only individuals who are employees of the Bidder, or employees of bidder's subcontractor(s) and who have specific qualifications and experience related to the contemplated task shall operate all equipment. The Bidder shall furnish evidence of contingency planning so as to be able to provide superior and uninterrupted service. The Bidder shall provide an equipment inventory listing as part of his contingency plan.

All equipment owned or controlled by Bidder, while operated and/or located on City's property, (leased or rented property under the control of the buyer included) shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.

Scope of Work

The work shall include the furnishing of all labor, material, equipment and tools necessary for the proper mowing of grass, disposal of all grass clippings if not mulched, trimming all hedges and ornamental shrubs and bushes as directed, removal of debris, or any other cleanup requirements as directed by the City's representative at listed sites in proposal.

1. During the months of April through October, or as needed, mowing will be done on a bi-weekly basis, unless otherwise directed by the City's representative. The mowing will include:
 - a) Mowing all formal lawn areas of designated site;
 - b) Mulching or bagging of grass clippings;
 - c) Trimming all hedges, ornamental shrubs and bushes, as needed;
 - d) Removing all grass clippings and debris on sidewalks and buildings (where applicable);
and
 - e) Removing weeds and debris to present the property in a neat and orderly manner.

2. Average mowing height to be determined by the City's representative.

3. All work will be directed by the City's representative.

Site Requirements and Particulars

The successful bidder shall accompany the City's representative, at a mutually agreed upon date and time, on an inspection of each site to determine Lawn Mowing areas and present conditions. The City may award one site, more than one site, or all sites to a bidder.

Contract Period

The contract period shall be for six (6) months or less for the years 2020 and 2021, commencing on approximately April 15th and ending October 31st for both years, unless mutually extended by both parties.

Permits

The Bidder shall provide evidence of his ability to secure all necessary permits and his ability to comply with all local, state, and Federal regulations concerning lawn mowing services, if any.

Insurance Requirements

The Bidder shall provide evidence that all satisfactory workmen's compensation insurance and public liability and property damage insurance will be in full force and affect for the contemplated period of performance. Amounts of insurance coverage shall not be less than the following:

General Liability Insurance Coverage and Limits of Liability

| | |
|-------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Comp/Op AGG | \$2,000,000 |
| 3. Personal & Adv Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Fire Damage (Any one fire) | \$1,000,000 |
| 6. Med Exp (Any one person) | \$1,000,000 |

Vehicle Liability Coverage and Limits of Liability

| | |
|--------------------------|-------------|
| 1. Combined single limit | \$1,000,000 |
| 2. Excess Liability | \$2,000,000 |

Worker's Compensation Coverage (Per Statutory Limits)

| | |
|------------------------------|-------------|
| 1. EI Each Accident | \$1,000,000 |
| 2. EL Disease - Policy Limit | \$5,000,000 |
| 3. EI Disease - EA Employee | \$1,000,000 |

Terms of Payment

Payment for contracted services shall be made on the basis of net 30 days unless otherwise indicated on any subsequent purchase order. Bidder shall clearly indicate any allowance for cash discount for payment within a certain period before or after delivery. It is City's standard practice to take advantage of all discounts when practical.

Equal Employment Opportunity

Bidder shall meet State of Michigan affirmative action and equal employment opportunity standards, regulations, and laws then in effect at the time of proposal submission, during the affectivity of any proposal, and during the lifetime of any ensuing contract. Any contracts entered into shall be pursuant to the laws and regulations of the State of Michigan.

Ethics

No City Commissioner, officer, employee, or their respective family members of the City of Benton Harbor shall be interested financially in any contract entered into by the City. This shall also preclude acceptance of any gratuities, financial or otherwise, by the above persons, from any supplier of materials or services to the City. The City shall not purchase supplies or materials from an employee of the City or of a City Commissioner or from a member of the household of an employee of the City or City Commission. The same shall apply to purchases from a company or firm in which an employee of the City or a City Commissioner thereof holds a controlling or significant interest.

Electronic Mail Communication

The City shall communicate with vendors through electronic mail; therefore, the vendor must have a valid, active electronic mail address. This address must be provided to the city at the time of contract execution and remain active for the duration of the contract. Failure to do so may result in the termination of the contract.

Any questions, please contact Darlene Jones, Chief Code Compliance at (269)927-8418.

Lawn Mowing Sites for 2020 and 2021 Seasons

| City-Owned Buildings/Facilities: | | Price |
|----------------------------------|--------------------|----------|
| City Hall/Police & Fire Dept. | 200 E. Wall Street | \$ _____ |
| Benton Harbor Public Works | 768 Paw Paw Street | \$ _____ |
| Carl Brown Business Growth | 200 Paw Paw Street | \$ _____ |
| Hillsides on Market | Colfax to Wall St. | \$ _____ |
| | Total: | \$ _____ |

City-Owned Vacant Lots

The City owns various vacant lots and properties throughout the City limits to be maintained. Additionally, there are lots and properties that will need to be abated due to Code Enforcement activities. These properties range in sizes; however, the average size of the lots are 50'x125'.

The number of city owned lots to be cut will be assigned by the City and the abatement lots will be assigned on an "as needed" basis. Adjustments to pricing may be made for lots larger than 50'x125'.

Quoted Price for Lots 50'x125' \$ _____

City-Owned Parks and Community Center:

Price

| | | |
|-------------------------------------|-------------------------|----------|
| Bobo Brazil Armory Community Center | 88 Paw Paw Ave. | \$ _____ |
| Broadway Park | 768 Paw Paw Street | \$ _____ |
| Charles Yarbrough (Riverview Park) | 880 Riverview Drive | \$ _____ |
| Dwight P. Mitchell City Center Park | 146 East Main Street | \$ _____ |
| Edgecumbe Park | 779 Edgecumbe Ave | \$ _____ |
| Edwards Park | 721 Territorial Street | \$ _____ |
| Fisherman's Park | 390 Riverview Drive | \$ _____ |
| Hall Park | 440 Highland Avenue | \$ _____ |
| Morton Park | 486 East Main Street | \$ _____ |
| Pipestone Britain Park | 476 East Britain Avenue | \$ _____ |
| Roosevelt Park | 300 Pipestone Street | \$ _____ |
| Seltz Park | 888 Pipestone Street | \$ _____ |
| Union Park | 1253 Union Street | \$ _____ |

Total: \$ _____

Pro Form Contract

for

Lawn Mowing Services

Between

&

**City of Benton Harbor
200 East Wall Street
Benton Harbor, Michigan 49022**

CONTRACT

This Agreement entered on this _____ day of _____ 2020, between the City of Benton Harbor, 200 Wall Street, Benton Harbor, Michigan 49022, hereinafter referred to as the "City" and _____ hereinafter referred to as "Contractor" witnesseth:

NOW, THEREFORE, in consideration of the conditions specified herein, the parties agree as follows:

1. All bid documents, drawings and specifications of the City and proposals of the Contractor shall be attached hereto and become a part of this agreement except where said terms conflict with any other provision of this contract.
2. The Contractor agrees to perform all of the labor and provide all materials required to complete the job of Field/Lawn Mowing Services in accordance with the drawings and specifications of the City for a total contract price of \$_____ and (\$ _____) dollars per service occurrence in accordance with the payment schedule attached hereto as Attachment A and incorporated herein by reference.
3. The Contractor shall be paid upon completion of the job and an inspection and approval by the City designated agent or agents. Payment shall be net invoice amount within 30 days.
4. Purchase Order Number _____ has been assigned to this contract and said number shall appear on all documents submitted for payment herein by said Contractor.
5. This Contract is for a period of two growing seasons from the date of execution until October 31, 2021.
6. Contractor shall provide the City with proof of workman's compensation insurance.
7. Contractor shall at Contractor's expense, provide liability insurance, in the amounts not less than the specified amount herein below:

General Liability Coverage and Limits of Liability

| | |
|----------------------------|--------------|
| General Aggregate | \$2,000,000 |
| Products-Comp/OP AGO | \$2,000,000 |
| Personal & ADV Injury | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| Fire Damage (Any one Fire) | \$ 1,000,000 |
| Med Exp (Any one Person) | \$ 1,000,000 |

Vehicle Liability Coverage and Limits of Liability

| | |
|-----------------------|--------------|
| Combined Single Limit | \$ 1,000,000 |
| Excess Liability | \$2,000,000 |

8. The Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to tenure,

terms, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

9. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for an equivalent period.
10. Contractor shall comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the performance of this agreement and shall faithfully observe all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.
11. This contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.
12. Any and all agreements hereafter made by parties hereto to amend, change, extend, revise or discharge this contract, in whole or in part and on one or more occasions, shall not be invalid or unenforceable because of lack of consideration, provided such agreement or agreements to amend, extend, revise or discharge this contract be in writing and executed by parties thereto.
13. Contractor will, for every breach of any stipulation contained in this agreement, pay to the City ten percent (10%) of the contract price as liquidated damages, and it is agreed by parties hereto that such sums shall, without proof, be deemed to represent damages actually sustained by the City by reason of such breach, provided, however, that such provision in reference to liquidated damages is intended to be, and shall be cumulative, and shall be in addition to every other remedy new or hereafter existing at law or in equity, or by statute, and shall not in anyway interfere with any right or rights on part of the City to enjoin or restrain Contractor from any violation of this agreement, or any part thereof.
14. All notices required to be served by provisions of this contract may be served on any of parties hereto personally or may be served by sending a letter duly addressed and postage prepaid by United States mail. Notices to be served on the City shall be served at or mailed to 200 E. Wall Street, P.O. Box 648, Benton Harbor, Michigan 49022, unless otherwise instructed. Notices to be served on Contractor shall be mailed to or served at _____ unless otherwise instructed.
15. Time is of the essence of this contract; and in case either party shall fail to perform the agreements on his part to be performed, at the time fixed for the performance of such respective agreements by the terms of this contract, the other party may, at his election, terminate the contract.

16. The use of the neuter singular pronoun shall be deemed a proper reference to either party even though a party maybe an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this agreement apply in the plural sense where there is more than one party and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.
17. Waiver by the City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this agreement shall be deemed to have been waived by the City, unless such waiver is in writing by the City.
18. In case of the violation by Contractor or any of its agents or employees of any of its agreements in this contract contained, the City shall have the right forthwith to declare this contract null and void.
19. This contract shall terminate in case of bankruptcy or insolvency of Contractor. The City may terminate this contract for any of the following reasons:
 - a. Insolvency of Contractor
 - b. Criminal or sexual assault of Contractor or any employees of Contractor on any employees of the City.
 - c. Non-appropriation of funds for the contract by the City due to budgetary problems.
 - d. Performance of work in unworkmanlike or unprofessional manner.
20. Contractor will indemnify the City and save the City harmless from an against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence reasonably related to the performance of this agreement.
21. This contract shall be and is deemed to be one under the laws of the State of Michigan only, and shall be construed and given effect in accordance with the laws of this state and no otherwise.
22. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the parties. No rights, however, shall inure to the benefit of any assigns of Contractor unless the assignment to such assignees has been approved by the City in writing.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Contractor

City of Benton Harbor

BY
ITS: _____

BY: Ellis Mitchell, City Manager

BY:
ITS: _____