Request For Proposal

Right-of-Way (ROW) & Cemetery Lawn Maintenance Services 2025-2026

City of St. Joseph, Department of Public Works 1160 Broad Street, St. Joseph, MI 49085

I. Purpose:

This Request for Proposal ("RFP") is to provide interested Contractors with sufficient information to submit proposals for consideration by the City of St. Joseph ("City") in connection with its needs for general lawn maintenance services for City Rights-of-Way (ROW), lawns, Highland Cemetery, and City Cemetery.

Services include furnishing all labor and equipment necessary for the mowing, trimming and edging as well as the removal and disposal of grass, leaf cuttings and materials remaining as a result of such mowing, trimming or edging work as described in these bid specifications. All work shall be done at the direction of the Department of Public Works.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the bidder will be significant factors in award of this contract. Final decision on selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City. When referenced in this RFP, the term "Contractor" refers to the selected bidder.

This contract shall run for two (2) years in length beginning March 1st, 2025 and ending December 31st, 2026. The contract may be extended on a year-to-year basis for up to three (3) additional one-year periods by the mutual agreement of the selected contractor and the City Manager.

A complete Request for Proposal may be viewed or downloaded at <u>www.sjcity.com</u>, or mailed by contacting the City Clerk at 269-983-6325 or clerk@sjcity.com.

REQUEST FOR PROPOSAL: **ROW & Cemetery Lawn Maintenance Services**CLOSING DATE AND TIME: **3:00 pm Tuesday, December 3, 2024**

II. Issuing Officer (Point of Contact):

Questions regarding the scope of work to be accomplished may be directed to the following:

Jeff Rechner, Superintendent of Parks at (269) 408-4554; <u>irechner@sjcity.com</u>.

III. Scope of Work & Specifications:

Locations:

All locations are within the City of St. Joseph and may include County or State rights-of-ways located within the City of St. Joseph, with the exception of Highland Cemetery, which

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is in St. Joseph Charter Township. This proposal shall be viewed as an extension of the Parks and Streets Divisions of Public Works. Completed work shall be subject to field inspection by a representative from Public Works.

The areas of work covered in the RFP are described as follows, and can be found in **Exhibits 1-8** attached to this RFP:

- M-63 at Momany Dr.
- M-63 at Whitwam Dr.
- Wayne St. Island between Ship St. and Port St.
- BL-94 at Anchors Way
- Hawthorne Ave. between Kerth St. and Cleveland Ave.
- Highland Cemetery, 1850 Brown School Rd.
- City Cemetery, 1918 Lakeview Ave.
- Water Pump Station, 1809 Marquette Woods Rd.

All work shall be performed continuously during the active growing season on a bi-weekly schedule unless otherwise notified "as needed" by City Staff. Additionally, City Cemetery may receive a fall clean-up to be performed the last week of November. The Contractor shall provide all personnel, equipment and materials required to provide the lawn mowing services needed as set out herein and for any additional or extra work that may be required. Special attention should be given prior to each summer holiday (Memorial Day, Independence Day, Labor Day).

INTERESTED PARTIES ARE ENCOURAGED TO VISIT THE SITES.

Specifications:

Mowing and trimming shall be performed Monday through Friday. Trimming shall take place each time mowing is performed. No services shall be performed on Saturday, Sunday or a City recognized Holiday unless pre-approval is given by the City. All grass cutting will be done at a height of two-and-three-quarter inches (2.75) inches unless communicated otherwise. On occasion, the City may request that the grass clippings be collected and removed from the site. A three-way deck or rear discharge system should be utilized.

All walkways, drives, and monuments shall be kept in a clean condition that is free of debris and grass clippings. Sidewalks or objects that have grass growing up to, in, around or under are required to be trimmed at the same frequency that grass is mowed. Fall clean-up includes raking, blowing, mowing, and removal of leaves.

All work shall be conducted with proper consideration of weather and soil conditions. Work shall not be performed in adverse weather conditions, or if soil conditions would be compromised by performing such work.

For work conducted at City and Highland Cemeteries, proper care and consideration shall be given so it does not cause damage to stones, monuments or other features. Should

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damage be caused by the Contractor through the performance of its services, it shall be the responsibility of the Contractor to repair such damage at their expense.

Contractor shall abide by all federal, state, and local laws, rules and regulations, specifically, but not limited to, OSHA safety requirements and EPA regulations. In addition, the Contractor shall abide by industry best practice standards.

Maintaining Traffic:

Where work is carried out on or near public streets or other public thoroughfares, the Contractor shall schedule work so it causes as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. All signing (including that of a flag person) shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices in effect at the time the work is performed. The Contractor shall take all responsibility for the work and shall provide barricades, watch persons, flag persons, lights, etc., and take all precautions for preventing injuries to persons and property on or about the work site.

Safety:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with its services, and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons, property, equipment or materials on the worksite or who may be affected by the services performed.

Equipment:

The Contractor shall at all times maintain sufficient equipment (trucks, trailers, mowers, string trimmers, etc.) to promptly perform the work and ensure normal and safe traffic conditions on the premises. All equipment used by the Contractor for the performance of the work shall be maintained in good working and mechanical condition in order to perform the job effectively and safely. Unsatisfactory equipment shall be immediately repaired or replaced. **The Contractor's name must be displayed on all vehicles.**

Personnel:

The Contractor shall ensure that it at all times has and maintains sufficient personnel to allow it to promptly perform the work required. All equipment operators shall have the appropriate training and experience with the class of equipment operated. Personnel must be readily identified as employees of the company (i.e., uniforms, shirts, hats, etc.).

Subcontracting:

Subcontracting will not be allowed unless prior approval has been granted by the City of St. Joseph.

IV. Addenda: Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than 3:00pm Tuesday, December 3, 2024.

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. **Sealed envelopes** should be plainly marked:

Attention: City Clerk
Re: ROW & Cemetery Lawn Maintenance Services
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submitting the Proposal. Any proposals received after the closing date and time will be returned unopened.

V. Incurring Costs

The City is not liable for any costs related to respondents' preparation of their proposal.

VI. Withdrawal of Proposal

Any bidder may withdraw its proposal in person, by facsimile or by letter any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of sixty (60) days after the closing date.

VII. Opening of Proposals

Proposals will be opened publicly at 3:00 pm Tuesday, December 3,2024 in the Commission Chambers on the 2^{nd} floor of City Hall. Proposals will be evaluated as soon as practical after that date.

VIII. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the December 9, 2024, City Commission meeting.

IX. Negotiations

The City reserves the right to reject any and all proposals, and negotiate with any source in any manner necessary deemed to be in its best interest.

X. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

The Contractor must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- Worker's Compensation Insurance, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- Motor Vehicle Liability Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Contractor's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the Contractor's liability.

All insurance shall include an endorsement that contains a thirty (30) day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

XI. Nondiscrimination

The Contractor shall not discriminate in its provision of accommodations or services, nor 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 race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of the agreement.

XII. Payment Terms:

The City shall make payments to the Contractor for actual services rendered within thirty (30) days following receipt of an acceptable invoice, or as otherwise mutually agreed.

BID FORM

Name of Firm:			
Address:		_	
Phone:		Fax:	
Email:		Cell:	
Name of Authorized Repre	esentative:	Please Print	
		Please Print	
My bid for <u>lawn maintena</u>	nce per City specifications is a	as follows:	
Price per cut - Year	· 1 M-63 at Momany Dr.:	Price per cut - Year 2	
\$		\$	
	M-63 at Whitwam Dr.:		
\$		\$	
	Wayne St. Island:		
\$		\$	
	BL-94 at Anchors Way:	•	
\$		\$	
	Hawthorne Ave.:		
\$		\$	
	Highland Cemetery:		
\$		\$	
	City Cemetery:		
\$		\$	
	Water Pump Station:		
\$		\$	
\$		\$	

BID FORM (cont.)

My bid for fall clean-up of City Cemetery if needed per City specifications is as follows: Price per clean-up - Year 1 Price per clean-up - Year 2 REFERENCES Name of Firm_____Contact_____ Phone Email _____ Name of Firm_____Contact____ Phone____Email___ Name of Firm_____Contact_____ Phone_____Email____

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