INVITATION FOR BID (IFB)
The City of Kalamazoo, Michigan is soliciting sealed bids for:

Project Name: Cemeteries Property Mowing
Bid Reference #: 98852-059.0

IFB ISSUE DATE: January 9, 2020

BID DUE/OPENING DATE: February 6, 2020 @ 3:30 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS
Mail to: Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Wendy Burlingham, Administrative Support Manager at (269) 337-8742

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the DEADLINE FOR QUESTIONS in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED. The City reserves the right to postpone the bid opening for its own convenience.

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CITY OF KALAMAZOO – INVITATION FOR BIDS
Cemeteries Property Mowing

Bid Reference #: 98852-059.0

STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
_____ Specifications are unclear (explain below).
_____ We are unable to meet specifications.
_____ Insufficient time to respond to the Invitation for Bid.
_____ Our schedule would not permit us to perform.
_____ We are unable to meet bond requirements.
_____ We are unable to meet insurance requirements.
_____ We do not offer this product or service.
_____ Remove us from your bidders list for this commodity or service.
_____ Other (specify below).

REMARKS: _________________________________________________________________________
_____________________________________________________________________________________

SIGNED: _____________________ NAME: ___________________________________________________________________
_________________________________________ (Type or Print)

TITLE: ________________________ DATE: ________________________________

FIRM NAME: __________________________________________________________________________ (if any)

ADDRESS: ______________________________________________________ (Street address) (City) (State) (Zip)

PHONE: __________________________ FAX: ________________________________

EMAIL: __________________________________________________________________________
SECTION I
INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT- Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATION OF BID- The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

3. EXPLANATION TO BIDDERS- Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least business 5 days before the bid opening so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. CASH DISCOUNTS- Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. WITHDRAWAL OF BIDS- Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids. No bid may be withdrawn for at least ninety (90) days after bid opening.

6. ALTERNATE BIDS- Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

7. LATE BIDS- Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

8. UNIT PRICES- If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
SECTION II
BID AND AWARD

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

Bids shall reflect prices split in the following manner:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>ONE YEAR BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cemeteries</td>
<td>$__________________</td>
</tr>
<tr>
<td>2.</td>
<td>Fall Leaf Cleanup</td>
<td>$__________________</td>
</tr>
<tr>
<td>3.</td>
<td>Spring Leaf Cleanup</td>
<td>$__________________</td>
</tr>
</tbody>
</table>

ONE YEAR GRAND TOTAL $______________

<table>
<thead>
<tr>
<th>CEMETERY PROPERTY</th>
<th>NUMBER</th>
<th>STREET</th>
<th>ACRES</th>
<th>FREQUENCY</th>
<th>TOTAL ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1400</td>
<td>W. Main (Mountain Home Cemetery)</td>
<td>24.457</td>
<td>*Weekly</td>
<td>635.882</td>
</tr>
<tr>
<td></td>
<td>1015</td>
<td>Gull Road (Riverside Cemetery)</td>
<td>77.3712</td>
<td>*Weekly</td>
<td>2011.6512</td>
</tr>
</tbody>
</table>

*Refer to SECTION IV - SPECIFICATIONS & GENERAL CONDITIONS – 6.2 Frequency*
Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No:  __________  __________  __________  __________  __________  __________
Dated:  __________  __________  __________  __________  __________  __________

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Work shall start within _________ working days after receipt of notification by Contractor of Notice to Proceed and shall be completed within ___________ working days thereafter.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law.

Signed: ___________________________________  Name: ________________________________
Title: _____________________________________

During the term of the agreement resulting from this Invitation for Bids, The City of Kalamazoo would like to afford the same prices, terms and conditions to other local governments and public schools located in Kalamazoo County even though their requirements are not included in the quantities listed on the Bid. Please indicate your willingness to extend your prices to other local government entities and public schools by checking the corresponding box below.

[ ] I agree to extend my prices

[ ] I do not agree to extend my prices

Your response, either to extend or not extend your prices, will not have an effect on the evaluation of your bid.
CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. (Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form

☐ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking one or more of the following:

☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: ________________________

☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;

☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

____________________________________  ________________________________
Date  Signature

____________________________________
Printed Name

____________________________________
Position
CITY OF KALAMAZOO – INVITATION FOR BIDS

Cemeteries Property Mowing

Bid Reference #: 98852-059.0

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): ________________________________

Remittance Address: ________________________________________________

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: ____________________________ NAME: ____________________________

(Type or Print)

TITLE: ____________________________ DATE: ____________________________

FIRM NAME: ____________________________

(if any)

ADDRESS: ____________________________

(Street address) (City) (State) (Zip)

PHONE: ____________________________ FAX: ____________________________

EMAIL ADDRESS: ____________________________

FOR CITY USE ONLY - DO NOT WRITE BELOW
CITY OF KALAMAZOO – INVITATION FOR BIDS
Cemeteries Property Mowing

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.

2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over $25,000. If more than 50% of the contract is subcontracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: ____________________________________________

Street Address of Business: ____________________________________________

City, State, and Zip Code: ____________________________________________

Number of employees working in Kalamazoo County: ____________________________

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: ____________________________________________

The above information is accurate:

Signature: ____________________________ Date: ____________________________

Title: ____________________________

Revised April 2008
Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

INSTRUCTIONS:

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

**Subcontractors:**
- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

<table>
<thead>
<tr>
<th>Nature of Contract:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Name/Address</td>
<td>Local?</td>
</tr>
<tr>
<td>BIDDER</td>
<td></td>
</tr>
</tbody>
</table>

Does this List of Subcontractors need to be updated after the bid opening? **Yes** __ **No** __
REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: ___________________________________________________________________

2. Established: Year ________ Number of Employees: _________

3. Type of organization:
   a. Individual: __________
   b. Partnership: __________
   c. Corporation: __________
   d. Other: __________

4. Former firm name(s) if any, and year(s) in business:
   __________________________________________________________________________
   __________________________________________________________________________

5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.

   5.1 Company Name: __________________________________________________________
       Address: _________________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ________________________________________________

   5.2 Company Name: __________________________________________________________
       Address: _________________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ________________________________________________

   5.3 Company Name: __________________________________________________________
       Address: _________________________________________________________________
       Phone: __________________________________________________________________
       Contact: __________________________________________________________________
       Type of work or contract: ________________________________________________

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: ___________________________________ Name: ____________________________
        (type or print) __________________________

Title: ___________________________________ Date: ____________________________
SECTION III
CITY OF KALAMAZOO
INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers’ Compensation Insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
INDEMNITY AND INSURANCE

(Continued)

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor’s responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.
SECTION IV
SPECIFICATIONS & GENERAL CONDITIONS

1. INTENT

The intent of this contract is to have a contractor(s) provide mowing services and seasonal leaf removal at both City owned cemeteries.

2. SCOPE OF WORK

The contractor shall furnish supervision and all labor, equipment, supplies, materials and satisfactorily perform the services at the frequencies and during the time as specified herein. The services shall include all functions normally considered part of professional, industry standards.

Additions or deletions to the Scope of Services. The city may, at its own option, add services to or delete services from the work provided by this contract, to serve its best interest, or to respond to changes in property ownership during the course of the implementation of this contract.

3. CONTRACT PERIOD/RENEWALS

The contract resulting from this solicitation shall be in effect for a one (1) year period commencing on date of execution by the City and expiring one (1) year thereafter with an option to renew for three (3) additional 1-year periods upon mutual agreement of both parties.

4. AWARD CRITERIA

All of the following factors will be considered in evaluating bids received:

- Responsiveness to Invitation for Bids specifications
- Project cost
- Qualifications of firm
- References

The City reserves the right to separate services and award a contract to multiple contractors, if it is in the best interest of the City.

5. MOWING SPECIFICATIONS (GENERAL)

All properties listed or proposed within this contract may be mowed on any day of the week between 7:00 a.m. and 4:00 p.m. The owner may determine what day of the week a particular property will be mowed. Contractor shall supply the City with a mowing schedule once the mowing process commences in the spring. The Contract Administrator(s) will indicate any special holidays, or events requiring special mowing schedules.

Mowing Schedule (Approximately April through November)

City & State lots, Brownfield properties, and Railroad and Street ROW’s shall be mowed approximately six times per year unless noted in the bid proposal section.

The City reserves the right to eliminate or extend any specific weekly, bi-weekly or monthly mowing due to drought, cold weather, warm weather, wet weather, other natural occurrences, or special events. Contractor will be advised by 4:00 p.m. Friday by the Contract Administrator(s), if the following week’s mowing is to be modified or canceled.
MOWING SPECIFICATIONS (GENERAL) (cont.)

Mowing height shall be three (3) inches. In the event of a change in height is required during the mowing season, the contractor will be given one week’s notice.

Cut grass shall **not be** directed into bodies of water, roadways, sidewalks, landscaped areas, or flowerbeds. The contractor shall remove badly clumped or windrowed grass. All sidewalks, roads or streets shall be cleaned of grass after each mowing.

Prior to each mow the contractor **must remove all** litter, stones, brush and other debris from all areas within the properties to be mowed. Any litter or debris shredded by equipment during mowing shall be raked, removed from the property and properly disposed.

Mowing, trimming, and weed whipping shall be accomplished without damage to the structures on properties, flowers, trees, shrubs, headstones and irrigation systems. Damage will be repaired at the contractor’s expense at the discretion of the City.

At the completion of each mowing, no weeds shall be visible around trees, shrubs, along curbs, fences, guardrails, signposts, fire hydrants, utility poles, retaining walls, or any other physical structures.

Where hillsides are involved, the contractor shall take care not to damage turf with wheels of equipment, especially during times when the ground is saturated with moisture. Any damage to turf in this manner will be repaired at the contractor’s expense.

Contractor must issue proper protective gear to employees, ensure all safety guards are in place on equipment and that any discharge is away from all traffic, pedestrians. Where mowing is along or between lanes of heavily traveled streets, proper signage must be erected.

A contract administrator(s) will be appointed by the City to coordinate the agreement with the mowing contractor. The contract administrator(s) will audit the billing, approve payments, oversee schedules, and be responsible for the execution of the contract. Subsections of the contract may have separate administrators.

The contractor shall provide a mowing contract liaison. The mowing contract liaison must be available 7:00 a.m. to 4:00 p.m. daily. If not readily available by office or cell phone, contractor must be reachable by email or fax by the contract administrator(s).

Any failure to meet specifications noted in post-mowing checks by the contract administrator(s) must be corrected within twenty-four hours of notice by the City.

6. CEMETERIES

6.1 **Working Hours.** All cemeteries grounds must be mowed on any day of the week between 7:00 a.m. and 4:00 p.m. Contractor shall supply the Administrative Support Manager or designee with a schedule once the mowing process commences in spring.

6.2 **Frequency.** All cemeteries shall be mowed every week. Cemeteries shall be mowed twice the week before Memorial Day Weekend. Trimming around headstones shall be done each mow.
6.3 **Damages.** All mowing, trimming, or weed whipping must be accomplished without damage to flowers, trees, shrubs, headstones, monuments, memorials, or irrigation systems. Where hillsides are involved, contractor must take great care not to damage turf with wheels of equipment, especially during moist conditions. Damage of this nature shall be repaired at the contractor’s expense at the discretion of the city. In the event that the contractor causes damage to any cemetery property, the contractor shall immediately notify the Administrative Support Manager at (269) 337-8742.

6.4 **Memorial stones, walkways, roadways, parking areas, flowerbeds, or landscaped areas.** All memorial stones must be maintained clean of grass clippings. All walkways, roadways, parking areas, flowerbeds and landscaped areas must be cleaned of grass after each mowing.

6.5 **Leaf Removal.** All leaves are to be collected and removed each fall between October 1 and November 30 from both City Cemeteries. Spring removal may be allowed should weather impede fall collection and removal. The City will permit the contractor to dispose of leaves from the two City owned cemeteries. Schedule, material placement and access will be assigned and determined when the contract is awarded.

6.6 **Spring Clean-Up.** Between April 1 and May 1, contractor will perform a spring clean-up of both City owned Cemeteries. Work will consist of removal and proper disposal of any additional leaves not done during fall leaf clean up and downed branches and limbs from winter season (branches, twigs, limbs ½” and larger). Contractor will notify the Administrative Support Manager once the schedule has been determined for this clean up. Contractor will also notify the Administrative Support Manager when the clean-up is complete.

6.7 **Contract Administrator.** For cemeteries property mowing, the Administrative Support Manager or designee will act as contract administrator for this section of the contract. The Administrative Support Manager will audit the billing, approve payments, oversee schedules and be responsible for the execution of this section of the contract.

7. **PRE-BID MEETING**

7.1 Prospective bidders are strongly encouraged to attend a pre-bid meeting with the project managers prior to bid submittal and become acquainted with the requirements of this bid.

A pre-bid meeting will be held on January 16, 2020 at 10:30 a.m. in the Stockbridge Facilities (Main Conference Room), 415 Stockbridge Avenue, Kalamazoo, Michigan. Each bidder shall also visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor, and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract.

7.2 The bidder shall thoroughly examine and become familiar with the drawings, specifications and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form of legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection in behalf of the Contract for any negligence of his/her part.
8. **PROJECT MANAGER’S STATUS**

8.1 The Project Manager or his/her duly authorized representative shall be the City’s Project Manager and shall have the duties and responsibilities as provided in the contract.

8.2 The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

8.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Project Manager or his/her representative has resolved the error or omission.

9. **PROTECTION OF WORK**

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract.

10. **PROTECTION OF PROPERTY**

10.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf which are not required to be disturbed by the requirements of the work.

10.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

11. **MATERIALS INSPECTION AND RESPONSIBILITY**

11.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

11.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.

11.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

11.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after written notice has been mailed by the City to the Contractor that such materials, equipment or components have been rejected.

12. **TARDINESS**

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.
13. ADDITIONS

13.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.

13.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

14. SITE ACCESS

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

15. SAFETY

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

16. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly, however, frequency of payment will not exceed bi-weekly.

17. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, the bidder MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

18. QUESTIONS

Bidders shall address questions regarding the specifications to Wendy Burlingham, Administrative Support Manager at (269) 337-8742. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Monica Johnson, Buyer at (269) 337-8603.
SECTION V
TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written NOTICE TO PROCEED. Work shall NOT be started until such NOTICE TO PROCEED is received by the Contractor.

B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

1) No bids received;
2) A single bid being received; or
3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.
5. INVOICING

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.

The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.
9. **RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

A. Contractor compliance with contract requirements,
B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

10. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, and LL Harris and Associates, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. **DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
C. The unauthorized substitution of articles for those bid and specified.
D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
E. Failure to perform in compliance with any provision of the contract.
F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.
DEFAULT (cont.)

G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

12. TERMINATION OF CONTRACT

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;

C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

14. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.
15. **MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

16. **INSPECTION OF WORK SITE**

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.
APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS


1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual’s ability to perform the duties of the particular job or position.

3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over $25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

   (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

   (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

   (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.
1-2010
EXHIBIT A

CEMETERIES PROPERTY MOWING

Bid Reference #: 98852-059.0