



VILLAGE OF LAKEVIEW  
315 S. LINCOLN AVENUE / P.O. BOX 30  
LAKEVIEW, MI 48850

MONTCALM COUNTY

OFFICE 989.352.6322

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INVITATION TO BID

CEMETERY LAWN CARE SERVICES BID

The Village of Lakeview, Michigan will receive sealed bids at the Village Clerk's Office, 315 S. Lincoln Avenue, Lakeview, Michigan 48850 for lawn care services within the Village of Lakeview until 1:00 PM April 04, 2019.

Bids will be publicly opened and read at that time in the conference room of the Village of Lakeview Office, 315 S. Lincoln Avenue, Lakeview, Michigan 48850. Bids should be submitted in sealed envelopes plainly marked "Cemetery Lawn Care Services – Village of Lakeview".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in municipal or commercial lawn care work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Proposal forms and specifications are on file for the inspection of bidders at the Village of Lakeview Offices, 315 S. Lincoln Avenue and copies may be obtained by qualified bidders. Bidders can also go to [www.villageoflakeview.org](http://www.villageoflakeview.org) to receive a copy of the bid.

The Village Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which in their opinion, is most advantageous to the Village.

Warren J. Rothe  
Village Manager

**Village of Lakeview  
Cemetery Lawn Care Services 2019-2020  
Request for Bids  
Lakeview, Michigan**

Part I

GENERAL INFORMATION FOR THE BIDDER

I-1 QUALIFICATION REQUIREMENTS:

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

I-2 BID FORM:

Sealed bids must be submitted on the bid forms furnished by the Village. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Contractors not responding to all information requested in the RFB may have their bids rejected. For the RFB, the bid must remain valid for at least ninety (90) days past the due date for receipt of RFB's.

I-3 RESPONSE DATE:

To be considered, sealed bids must be received at the Village Clerk's Office, 315 S. Lincoln Avenue, Lakeview, MI 48850, on or before the time specified in the cover letter. The Village Clerk's Office is open Monday thru Friday, excluding holidays 8:00 a.m. and 5 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "LAWN CARE BID – VILLAGE OF LAKEVIEW."

All information submitted in the bid, including but not limited to bid prices, equipment, etc. must remain valid and in effect for at least ninety (90) days past the submission deadline.

I-4 OPENING OF BIDS:

All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present, but not required.

I-5 REJECTION OF BIDS:

The Village reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the Village.

I-6 ALTERNATES OR ADDENDUMS

Explanations desired by a prospective bidder shall be requested of the Village in writing, and if explanations are necessary, a reply may be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: Village Manager, Village of Lakeview, 315 S. Lincoln Avenue, Lakeview, MI 48850.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The Village is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within one (1) working days of the submission deadline for bidders will be given consideration.

**I-7 CONTRACT EXECUTION:**

The bidder to whom the Contract is awarded shall, within 10 calendar days after the Notice of Award, enter into a written contract with the Village.

**I-8 INCURRING COSTS:**

The Village is not liable for any costs incurred by contractors prior to the issuance of a contract.

**I-9 MATERIAL SUBMITTED:**

All materials submitted as part of a bid will become the property of the Village. The Village reserves the right to use any or all ideas presented.

**I-10 LENGTH OF CONTRACT**

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The Village seeks to have the lawn care to begin with the start of the mowing season in 2019 and end with the conclusion of the mowing season in 2020. This two-year (2) contract shall also be subject to annual budget appropriation. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

## PART II

### LAWN CARE BID SPECIFICATIONS

#### II-1 DEFINITIONS:

1. Bids – Shall be defined as an announcement of terms indicating what items are needed to complete a project.
2. Bidders – Shall be defined as any person(s) or company that attempts to meet the terms of the bid.
3. Successful Bidders – Shall be defined as the bidder who is chosen by the Village Council to enter into an agreement of contract (Contract) with the Village.
4. Village – Shall be defined as the Village of Lakeview (Owner).

These definitions are meant as guides for understanding and not binding explanations.

#### II-2 PROJECT NARRATIVE:

Lakeview Cemetery, owned and maintained by the Village of Lakeview, approximately 16 acres, is in need of lawn care services. Lawn care services shall mean mowing, weed trimming and other similar items only. This property is located in the Village of Lakeview.

The Village of Lakeview expects a high standard of professionalism and it is imperative that the cemetery be kept at its best. Mowing and mowing related items shall be completed with extreme professionalism at all times. Public courtesy is a must whether it involve interactions with Village personnel or the general public. The Village expects that the lawn mowing contracting service to hold itself to a higher standard when completing its functions for the Village.

In keeping with our charge from the citizens, we need to be able to provide this service as efficiently as possible, and yet in full consideration of cost. The Village of Lakeview will be evaluating each bid in regard to quality of service offered, experience, cost and other intangibles. With these aspects in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

#### II-3 BIDDER RESPONSIBILITY:

By submission of a bid to do the work, the bidder represents that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The bidder will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated in making the bid. Negligence or inattention of the bidder in determining the site conditions prior to filing a bid, or in any phase of the performance of the works, shall be grounds for refusal of the Village to agree to additional compensation. Bidders having questions regarding this RFB should contact for clarifications.

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Labor, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

**II-4 ASSIGNMENTS OR SUBCONTRACTING:**

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the Village.

**II-5 FAIR EMPLOYMENT PRACTICES:**

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

**II-6 CONTRACTOR'S PAYMENT OF TAXES, ETC:**

Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by contractor under State and Federal law.
- c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants, or vendors from whom the contractor obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the Village harmless from all claims arising from the foregoing payment obligations of contractor.

**II-7 DAMAGE TO PROPERTY:**

The successful bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The successful bidder will protect, defend, and hold harmless the Village from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

**II-8 INSURANCE:**

The successful bidder shall furnish the Village with certificates of insurance and bonding and maintain coverage through the terms of this contract.

## II-9 SCOPE OF PROJECT:

The successful bidder shall complete or supervise the completion of, the following work:

- Mowing the cemetery noted below in a professional manner acceptable to the Village. This shall be completed by using riding mowers where appropriate and hand held or push lawn mowers where also appropriate. Additionally, mowing patterns will need to be changed throughout the season for the general health of the lawn surface.
- Trimming all grass and weeds around head stones, monuments, shrubbery, trees, bushes, walls, fences, etc. This shall be completed by using hand held trimmers where appropriate. Caution is to be exhibited when trimming around the base of trees as to not cause injury to the Village's tree stock (*Please see clause II-7*).

The Village anticipates calling for weekly mowing at the cemetery noted in this document during the annual growing seasons. The successful bidder and the Village will develop a mutually agreeable schedule for cuttings as to hours and days of the week for the site. The Village reserves the right to increase or decrease the schedule of mowing and associated lawn care that may be conducted based on actual conditions and what it determines to be in the Village's best interest. The successful bidder agrees to provide prompt service.

The successful bidders shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. In addition, the successful bidder is responsible to provide all state-approved vehicles and other equipment. The successful bidder shall be responsible for leaving all work sites in a clean condition and for the removal of any resulting debris.

The Village Council reserves the right to reject any and all bids and to accept any bid which, in their opinion, is most advantageous to the Village.

## II-10 QUALITY OF SERVICE:

As is the intent of any contract, the Village expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the Village. The Village is looking to keep from inconveniencing the public as much as possible. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

## II-12 SUPPORT FACILITIES:

Successful bidder shall have available:

- Facilities and equipment adequate for evaluation of problems and control activities; and
- An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the Village.

### II-13 BREACH OF CONTRACT:

In the event that any of the provision of this bid and/or resulting contract are breached by the successful bidder, the Village shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the Village Manager of the Village of Lakeview shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

### II-14 TERMINATION OF CONTRACT:

If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the Village of Lakeview or be guilty of substantial violations of any provision of the contract, the Village may without prejudice to any other right or remedy, terminate the contract immediately an re-let for same. The Village, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the Village and its citizens.

In cases not involving the public's health, safety and welfare, or cases subject to Section II-13, a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

### II-15 VILLAGE'S RIGHT TO MODIFY CONTRACT:

The Village reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the lawn care services. If the Village and the bidder and/or successful bidder are unable to agree on a revised contract, the Village may seek new proposals and, upon a minimum of ten (10) days written notice from the Village, may terminate the unexpired portion of the contract. The Village shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

### II-16 REFERENCES:

All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from commercial establishments in the Village of Lakeview and governmental organizations within Montcalm, Kent, Mecosta and Isabella Counties. Experience in providing this service to local and/or state governmental entities is preferred.

II-17 PAYMENT: The successful bidder shall submit invoices on a monthly basis for all work completed. The Village shall pay invoices for acceptable work within 30 days of receipt.



**II-18 NO CONTACT POLICY**

The bidder may ask any questions to the point of contact on this project prior to submission of a bid up to three (3) business days prior to the bid deadline. From the period between the time a bid is received by the Village of Lakeview and a successful bidder is awarded, the contacting of and/or lobbying of any village official, which shall include the President, Village Council, Board or Commission, Village Manager, a Department Head and other staff is prohibited. These actions may eliminate your firm from the bid selection process.

**II-19 NO CONFLICT OF INTEREST:**

All bidders shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, or agent of the Village. For purposes of this provision, “familial relationship” and “relative” are defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

In the space provided below, list and describe all existing conflicts of interest or check the box, indicating that there are no known conflicts of interest.

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To the best of my knowledge, no conflict of interest exists.

BIDDS SUBMITTED PURSUANT TO THE VILLAGE OF LAKEVIEW  
(LAWN CARE SERVICES)

Village of Lakeview  
315 S. Lincoln Avenue  
Lakeview, MI 48850

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Request for Bid (RFB), General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the Village, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the Village as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the Village reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the Village.

As required by Public Act 517 of 2012, the undersigned certifies that it is not an "Iran linked business" as that term is defined herein. An "Iran linked business" is defined in the Act but generally means a person engaging in investment activities in the energy sector of Iran, or a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the Village for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the Village as liquidated damage for the delay and additional expense to the Village caused thereby.

Pursuant to your lawn care services request for bids dated \_\_\_\_\_, I submit the following as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with the Village of Lakeview which will embody the terms as outlined in the request for bids.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal

Mowing of Village Cemetery:	2019	2020
Per Weekly Mowing:	_____	_____

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone\_\_\_\_\_

Authorized Agent\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

## **QUALIFICATIONS AND EXPERIENCE**

Questions below are required to be answered. Feel free to submit your answers to these questions as an attachment.

1. Please provide your equipment list that you plan on using when maintaining our sites?
2. What is your experience maintaining municipal and/or large commercial properties? Please list those sites (total approximate sq. footage maintained) and a point of contact for each site?
3. How many members of your will staff will be onsite completing these tasks?

4. What days will you be on site and what properties will you be maintaining each day on site?

5. What is your plan to maintain our properties after days that are cancelled due to rain delays? Will you be adding extra staff to maintain our properties to keep the properties maintained in a timely fashion?

6. What are your guidelines in determining when you will have a rain day and not provide service to our Village?