

OFFICIAL DOCUMENT

**Hopkins Public Schools
400 Clark Street
Hopkins, MI 49328
(269) 793-7261**

REQUEST FOR BIDS

Project: Mowing and Trimming Services

Date: January 23, 2023

Notice is hereby given that sealed bids for Mowing and Trimming Services will be received by Hopkins Public Schools, 400 Clark Street, Hopkins, Michigan 49328, Attention: Katie Jager, Director of Finance & Operations. Bids must be received on or before February 13, 2023 at 1:00 p.m. No allowance will be made for late delivery for any reason.

Bids shall be prepared in accordance with specifications outlined in this Request.

Bids will be publicly opened on February 13, 2023 at 1:00 pm local time, by Hopkins Public School District, 400 Clark Street, Hopkins Michigan 49328. Bidders and/or interested persons are welcome to be present at the bid opening. Bids will not be awarded at that time.

Bid documents may be picked up at the following location: Hopkins Public Schools, 400 Clark Street, Hopkins, Michigan 49328 or on the district's website (www.hpsvikings.org).

Questions of a technical nature, which may arise as a result of this bid notice may be directed to Dinah Smits, Custodial/Grounds Supervisor, (269) 680-5633 (diansmit@hpsvikings.org).

Bids shall be on the forms furnished within this document.

A bid will be permitted to be withdrawn by the bidder, unopened, after it has been submitted if so requested prior to the time specified above for opening of bids.

The successful bidder shall be required to enter into a contract with Hopkins Public Schools.

Hopkins Public Schools is exempt from all taxes. A tax exemption certificate will be issued upon request.

The right to reject any or all bids, either in whole or in part, or to waive any informalities or irregularities therein, is reserved by Hopkins Public Schools.

INFORMATION TO BIDDERS

1. QUALIFICATION OF BIDDER

- A. The owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
- B. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:
 - 1) A list of similar projects completed during the previous years, including the name and phone number of a contact person. All school contracts shall be listed.
 - 2) A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.

2. SOLE BIDDER

If only one bid is received in response to the Invitation to Bid, a detailed cost proposal will be requested on the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the bid if there is only one bid received. The Owner's decision will be final.

3. EXAMINATION OF SITE

The bidder shall be held to have examined the premises and site(s) so as to compare them with the contract drawings and specifications, and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity.

5. POST-BID INFORMATION

- A. The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

6. CERTIFICATE OF INSURANCE

- A. Before commencement of any work, a Certificate of Insurance executed by the bidder's insurance agent or carrier showing required insurance coverage shall be submitted. The Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.
- B. As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:
 - 1) Worker's Compensation and Employer's Liability Insurance covering statutory obligations in the State of Michigan.
 - 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering owned, non-owned and hired automobiles.
 - 3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations with limits of liability as follows:
 - a.) If policy is written on the 1986 ISO Simplified form:
 - \$500,000 Occurrence
 - \$1,000,000 General Aggregate
 - 4) That Owner is an additional insured on the General Liability and Umbrella Liability policies certified.

7. UNIT PRICES

- A. Each bidder must bid on all unit prices listed in the bid proposal that are applicable to their bid category. They will be fully considered in awarding the contract.
- B. Bids are considered irregular and may be rejected if unit prices contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- C. Any unit price, which, in the sole opinion of the Owner, is unbalanced or excessive, may be rejected without affecting the validity of the bid or other unit prices. An entire bid may be rejected if, in the sole opinion of the Owner, rejection of individual unit prices materially affects the bid.

8. CONTRACT PERIOD

- A. The contract award resulting from this bid document shall encompass two (2) years, but may be renewed for two additional years based on Owner's request and approval to extend the contract. Owner shall agree in writing to any price increase by issuance of an annual contract if Owner has agreed to renew the contract.
- B. In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity.

9. PAYMENT

Payment will be made from Contractor's invoice. All invoices shall have invoice numbers printed on them.

- A. Invoices should be submitted, in a timely manner. Payment will be processed within thirty (30) days of the receipt of the invoice, assuming no discrepancies exist. All invoices are subject to approval by the Custodial/Grounds Supervisor.
- B. The Contractor is responsible for submitting all invoices within thirty (30) days of the date for which services are rendered. Invoices for mowing services rendered during the month of June must be submitted no later than July 10.

10. SCHEDULING AND HOURS OF WORK

- A. Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- B. Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.
- C. The Contractor shall contact the Custodial/Grounds Supervisor by March 30th of each year to discuss mowing schedules, site activities and expectations for each school. A list of contact names and numbers will be provided.

11. SAFETY

- A. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All trash in Contractor's area of responsibility will be removed by the Contractor. All surplus materials, rubbish, and debris shall be disposed of by the Contractor at the Contractor's expense.
- B. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The Owner is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the district's head Custodial/Grounds Supervisor will be consulted.
- C. The Owner does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Project Manager.
- D. The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair any or all damages with other sources if the Contractor fails to do so within an expedient time to be determined by the Owner. The Contractor shall be back-charged for all costs required to complete this work.
- E. In the event that the Contractor causes building damage, the Contractor shall be responsible for immediate communication to Katie Jager, (269) 793-7261.

12. TERMINATION OF CONTRACT

- A. The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended by the terms of the contract.
- B. In the event of termination of the contract, any excess of the cost arising therefrom will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

13. SPECIFICATION OF SERVICES

A. SCOPE OF WORK

- 1) All District sites shall be mowed and trimmed weekly to maintain a neat, uniform appearance. District sites shall not be mowed and trimmed more frequently unless requested by Owner.
- 2) Grass should be cut to a height of 3 1/2 inches each mowing.
- 3) Mowing shall occur approximately one time per week at each site and in no case shall more than 10 calendar days pass between mowing at each site unless specifically directed by Owner to extend the length of time between mowings. Sites shall be trimmed every time they are mowed at the same time they are mowed.
- 4) Bids are to be submitted and the contract(s) awarded on a per cut basis.

B. GENERAL CONDITIONS

- 1) Mowing must be available at the awarded rate at all times between April 1st through October 31st.
- 2) Mowing will not exceed 28 cuts nor be less than 18 cuts during the cutting season. The 2019 year had 23 cuts.
- 3) The Owner reserves the right to postpone mowing operations when weather, financial or other conditions necessitate a reduction of the mowing services.
- 4) The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone number of the person responsible for managing this contract must be provided on the bid proposal form.
- 5) The Contractor shall provide a list of available mowing/trimming equipment for this contract. This list must be submitted with the Bid Proposal.
- 6) The Contractor shall not apply any pesticides or herbicides.
- 7) Non-approved work will not be paid for.
- 8) All turf termination at various paving and cement details at the front entrances of each building shall be vertically edged to remove turf overgrowth two (2) times each season.

C. EQUIPMENT

- 1) All mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial turf equipment. All equipment shall be mechanically sound and reliable.
- 2) All blades will be sharp and properly adjusted for height and cutting sharpness.
- 3) All mower decks shall be equipped and operated with discharge chutes at all times while on school district property.
- 4) Trimming will be performed with nylon cord trimming equipment.

D. MOWING

- 1) All litter such as paper, cans, bottles, etc. must be picked up and disposed of prior to mowing.
- 2) Mowing frequency shall be such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. If the time between cuttings must be extended for any reason thereby causing an excessive amount of clippings on the lawn, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.
- 3) Mowing shall be coordinated to prevent the depositing of mowing debris into planters, flowerbeds, or base mounted equipment such as A/C condensers and away from buildings. Any clippings or debris blown into these areas shall be removed immediately.
- 4) All non-turf areas such as sidewalks, patios, entrances, planters, etc. shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.
- 5) Leaf removal from around buildings in late fall at time(s) determined by maintenance supervisor.

E. TRIMMING

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, pond areas, ditch banks, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.
- 3) Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

F. EDGING

- 1) All paving and cement details at the front entrances of each building shall be vertically edged to removed turf overgrowth two (2) times each season. First, within the first two (2) weeks of May and second, within the first two (2) weeks of August.
- 2) Contractor shall notify owner upon completion of each edging occurrence.
- 3) All equipment shall be mechanically sound and reliable with all required guards in place while in operation.

G. RETENTION POND MOWING

- 1) All retention ponds (5) in the district will be mowed/trimmed once per year. Timing will be coordinated with the Custodial/Grounds Supervisor.
- 2) This service may be awarded separately from the mowing bid.

14. SPECIFICATIONS FOR GARDENING/TRIMMING

All bushes and ornamental trees shall be trimmed once through the season. The trimmings shall be removed, as well as the weeds from ornamental planting areas.

15. SPECIFICATIONS FOR PLOW REPAIRS

If the snow removal service does not repair turf damage repairs to the lawn may be made after receiving permission from the Custodial/Grounds Supervisor.

16. BID PROPOSAL FORMS Hopkins Public Schools

BID PACKAGE: Mowing and Trimming Services

DUE DATE: February 13, 2023, 1:00 PM

TO: Hopkins Public Schools
Attn: Katie Jager
400 Clark Street
Hopkins, MI 49328

AGREEMENTS

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold awarding bids for a period of time (90 days) from bid opening date.

The Owner reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informality therein. If in the Owner's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Hopkins Public Schools to furnish projects and/or services, in strict accordance with this proposal, bid documents and all pertinent portion of plans, drawings and specifications.

My signature certifies that the proposal as submitted complies with all Terms an Conditions a set forth with this document.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF BIDDER

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Signature: _____

Name: _____ Position: _____

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Attach the names references to your bid, preferably school districts.

ORGANIZATION NAME: _____

CONTACT PERSON: _____ PHONE NO: _____

ORGANIZATION NAME: _____

CONTACT PERSON: _____ PHONE NO: _____

ORGANIZATION NAME: _____

CONTACT PERSON: _____ PHONE NO: _____

**HOPKINS PUBLIC SCHOOLS
LAWN BIDS**

FACILITY	APPROXIMATE TIMES PER YEAR	PER SERVICE	PER SEASON
Sycamore Elementary A	24 times per year		
Hopkins Elementary B	26 times per year		
Hopkins Middle School C	26 times per year		
Hopkins High School D	26 times per year		
Bus Garage E	26 times per year		
Football/Track Field Areas (outside fence) F	26 times per year		
Lawn Edging	2 times per year		
Plow Repair	1 time per year		
Leaf Removal	1-2 times per year		
Retention Pond Mowing	1-2 times per year		
Gardening/Trimming	2 times per year		

Lawn Mowing Services
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Name of Bidder: _____

Address of Bidder: _____

Phone Number of Bidder: _____