

**CITY OF HARTSHORNE,
OKLAHOMA REQUEST FOR
BID**

2020 Hartshorne Cemetery Lawn Maintenance Services

PROPOSAL DUE: February 18, 2020, 4PM
SITE LOCATION:
SUBMIT PROPOSAL TO: City of Hartshorne City Clerk
1101 Penn Avenue, Hartshorne, OK 74547
Attention: Elizabeth Wilson, City Clerk

INVITATION TO BID

The City of Hartshorne (City) is soliciting **SEALED BIDS** for qualified lawn maintenance contractors (Contractor) to furnish lawn maintenance services for Hartshorne Cemetery.

Bid packets are available in the City Clerk's Office, Hartshorne City Hall, 1101 Penn Avenue, Hartshorne, OK 74547. This bid packet establishes the minimum requirements for lawn maintenance service expected by the City of Hartshorne. **PLEASE NOTE:** Any preceding specifications for Contract of Lawn Maintenance from years past are null and void and do not apply to this requested service. Bidders should carefully read all sections of these specifications. SEALED BIDS must be received no later than February 18th @ 4:00 P.M., C.S.T. and at that time, SEALED BIDS will be opened in the Council Chambers of Hartshorne City Hall, during City Council meeting at 6:30 P.M. C.S.T.. **SEALED BID Proposals must be submitted on forms provided in the bid packet and placed in a sealed envelope, with the outside of the envelope clearly marked: Hartshorne Cemetery Lawn Maintenance Services Bid.** Faxed bids, incomplete bids, bids not submitted on city forms or bids that are received late will **not** be considered for award.

SEALED BIDS may be hand-delivered, mailed or delivered by parcel service to:

Hartshorne City Clerk's Office
Hartshorne City Hall
1101 Penn Avenue
Hartshorne, OK 74547

Bidders are encouraged to attend the City Council meeting on February 18, 2020, 6:30PM at City Hall in 1101 Penn Avenue, Hartshorne, OK 74547.

The City of Hartshorne reserves the right to reject any and all bids, and to waive any informality in the bid process.

Hartshorne Cemetery Lawn Maintenance Services

NOTICE TO RESPONDENTS

Responses to this Invitation to Bid will be received by the City Clerk at City Hall, City of Hartshorne, 1101 Penn Avenue, Hartshorne, OK 74547. They will be received until **4:00 P.M. TUESDAY, February 18, 2020** for **HARTSHORNE CEMETERY LAWN MAINTENANCE SERVICES**, at which time the responses will be opened, taken under advisement and evaluated.

SECTION A: GENERAL REQUIREMENTS AND CONDITIONS

The following section describes the various procedures and requirements for the proposal preparation, submission, evaluation and selection process by the City of Hartshorne.

1. This Request for Bids does not commit the City to award a contract or to undertake any financial obligation whatsoever with respect to the requirement referred to herein.
2. All proposals and any future contractual agreement are subject to approval by the Hartshorne City Council. No purchase or contract is authorized or valid until approved by the Hartshorne City Council in accordance with City Ordinances.
3. The City reserves the right, without qualification, to reject any or all proposals the City deems non-conforming, non-responsive, unqualified, unbalanced or conditional, and to reject any proposal or bid believed not to be in the best interest of the City.
4. The City reserves the right, when it is deemed to be in the best interest of the City, to award the proposal in its entirety, in part, in any combination or not at all and/or to select the proposal or combination of proposals deemed in the best interest of the City at the City's sole discretion. Therefore, the bidder should submit their best proposal initially from both technical and price standpoints.
5. To be responsive, the proposal must set forth full, accurate and complete information as required by this Request for Bid and all attachments.
6. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
7. If a mistake is discovered after the responses are received, only the City of Hartshorne may allow the respondent to withdraw the entire response.
8. Any amendment to this Request for Bid will be issued in writing by the City. No information or representation other than that contained in such an amendment, whether received from an employee of the City or other person, will be considered to have been modified or be grounds for deviation from any stipulation or requirement of this Request for Bid.
9. Facsimile or electronic mail responses will not be considered. Responses submitted must be in a sealed envelope and marked on the outside as follows: **RESPONSE: HARTSHORNE CEMETERY LAWN MAINTENANCE SERVICES BID, DEADLINE: 4:00 P.M. TUESDAY, FEBRUARY 18, 2020.**

Hartshorne Cemetery Lawn Maintenance Services

10. This Request for Bid is for the purpose of obtaining a per service contract price for services as described in Section B: Basic Services-Scope of Work. This Request for Bid document and the scope of services described herein will form part of the contract for the proposed services.
11. Your cost proposal must be submitted using the format attached hereto in **ATTACHMENT "A"**. Also complete and include the Non-Collusion Affidavit **ATTACHMENT "B"**. The cost proposal must be complete and accurate in all respects.
12. A list of all equipment with brand name and size, or capacity, to be used to maintain the properties is to be included with the formal bid sheet. Failure to submit this required information will result in the bid being disqualified.
13. All bidding conditions and specifications can be obtained from Elizabeth Wilson, City Clerk City Hall, 1101 Penn Avenue, Hartshorne, OK 74547 or call (918)297-2544.
14. The City mails payments to vendors each month following the regularly scheduled Hartshorne City Council meeting. In order to meet this deadline, all invoices eligible for payment must be submitted to the City Treasurer no later than the 10th day of each month. Payment will not be made until all grounds are inspected and approved as meeting all specifications by persons appointed by the City of Hartshorne.

Selection Process / Preliminary Schedule Milestones

Saturday, February 8, 2020	Invitation to Bid published in the McAlester News-Capital
Tuesday, February 18, 2020	SEALED Bids deadline 4PM
Tuesday, February 18, 2020	Bid Opening and City Council for Bid Award 6:30PM (Bidders need attend opening for Q &A)
Sunday, March 15, 2020	Contract term begins

INTRODUCTION

BIDDERS RESPONSIBILITY

It is the bidder's responsibility to assure that his/her bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Bids submitted by e-mail, facsimile machine, or telephone will not be accepted. Each bidder is required, before submitting their bid, to carefully and thoroughly examine the Hartshorne Cemetery Lawn Maintenance specifications. The Invitation to Bid, Attachment A, and the Notice to Respondents are all components of these specifications. Bidders are encouraged to **completely** familiarize themselves with all of the terms and conditions that are contained herein. Failure to do so on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid. Bidders will not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal work hours after the opening in the City Clerk's Office by appointment. There **will not** be a pre-bid **tour** of the property. It is the responsibility of the Bidder to visit the site to verify the area of mowing and become familiar with conditions prior to bidding.

The Contractor will provide all equipment required to complete the work as specified. Entire grounds around all facilities and properties are to be maintained with pre-approved Lawn Maintenance equipment. The City's expectations are for a high quality, neat, and clean appearance for the finished product. All equipment must be in very good to excellent working order. Lawn maintenance equipment is to be commercial grade for the maintenance of large areas. **Residential lawn and grounds maintenance equipment will not be accepted where it is inappropriate.** Failure to comply with the requirements of these specifications shall be considered default and shall be considered sufficient reason to terminate the contract upon notification of the Contractor. All equipment used to complete the work as described in these specifications will be OSHA compliant and remain OSHA compliant during the term of the contract. The Contractor will provide all grounds supplies and chemicals to properly perform the work. The City expects all Contractors and vendors seeking to conduct business with the City to understand that the City of Hartshorne requires a high level of quality and performance from each service provider. Safety measures must be at their highest levels to ensure citizen and staff safety in the event someone is present on the grounds during times when work is performed.

The Contractor acknowledges that time is of the essence to complete the work as specified and agrees that all work will be performed regularly, diligently, and uninterrupted to ensure full completion within an expected period of time. Should wet ground conditions be encountered in the area to be mowed, the area may be bypassed with notification of the City representative. However, the area must be cut as soon as possible by other means should conditions not permit equipment usage. The Contractor is to furnish the City with a cellular telephone number where he/she can be reached on short notice at all times in case of emergency or sudden change of schedule. **The Contractor will be required to correct unsatisfactory work within 24 HOURS of notification by the City.** The Contractor shall be flexible in short notice scheduling changes and special requested cuts. The Contractor will be available on short notice to meet with the City at the City's request.

All City properties are tobacco free and use of any tobacco products on public property is prohibited. All City of Hartshorne polices and ordinances are to be followed at all times when Contractor's and their employees are on City owned properties.

SECTION B: BASIC SERVICES-SCOPE OF WORK

It should be understood that the work provided for in these specifications shall consist of furnishing all labor, materials, and equipment; and performing all work necessary to accomplish stated objectives together with other incidental and related work as set forth in these specifications, or as directed by the City Administrator, or his or her designated representative.

1. CEMETERY LAWN MAINTENANCE SERVICES TO BE FURNISHED

The grounds to be maintained will be shown on "**Attachment A, Bid Sheet for Hartshorne Cemetery Lawn Maintenance**" attached hereto. All types of turf grass areas will be maintained at the recommended height for

the species being managed, normally 2 to 3 inches. All required Cemetery Lawn Maintenance will be included in the base price. Cemetery Lawn Maintenance service will include grounds detail work i.e. weed eating, cleaning walkways and entrances, and removing all debris created during operation. The Contractor is liable for damages caused to headstones/markers/family stones due to the impact of Lawn Maintenance equipment or excessive use of weed eaters on the bark of trees. Sub-contracting of Cemetery Lawn Maintenance will not be permitted. All acreage amounts given are an approximation.

Specific duties shall include;

1. Lawn Maintenance and trimming around the buildings, including outbuildings (storage buildings), parking lot islands, fencing, utility poles, parking lots and drives, sidewalks, dumpsters, trees, shrubs, flowerbeds, ditches, creeks, signs, areas inside fenced in electrical and HVAC units and equipment, and any associated areas not listed here.
2. Lawn Maintenance and weed eating around all fences and grave markers at Hartshorne Cemetery. The use of herbicide or weed killer of any kind for this purpose will not be allowed.
3. Lawn & Grounds Maintenance along access drives and right of ways.
4. "Finish Mower" of commercial grade must be used on all lawn areas around the main buildings.
5. Weed eating and chemical spraying of weeds and grass growing through cracks in concrete sidewalks and asphaltic pavement. These areas are to be maintained throughout the growing season. **Weeds and grass appearing between cracks in concrete and areas where asphalt and concrete meet will not be tolerated. This will be strictly enforced.**
6. Routine tree limb and trash pickup/removal should be done at each mowing.

2. DURATION

The Performance of all mowing, trimming, maintenance work at Hartshorne Cemetery shall be understood that mowing is not be expected each week and will be performed on an as needed basis, for twelve month time period being March 15, 2020-March 14, 2021.

Between March 15th and October 31 there shall be no less than 24 total cuttings of the cemetery to keep grass and weed height at a maximum of 3"- 4" tall.

Between November 1 and March 31, **Owner** may request mowing services consistent with the terms of this contract to be performed on an as needed basis for Hartshorne Cemetery. Contractor shall charge Owner for each mowing event requested in accordance with the Unit Price listed in Attachment A.

3. NON-APPROPRIATION CLAUSE

The City shall be permitted to cancel the lease, without penalty, at the end of a fiscal period if its governing body elects not to include in the budget an appropriation for the contractual payments coming due in the next fiscal period.

4. EARLY TERMINATION CLAUSE FOR CONTRACTOR

Contractor shall have the right to terminate lease, without penalty, at the end of a twelve month period provided Contractor has provided City with required 120 days advance written notice of their intent to terminate lease.

5. EQUIPMENT AND EQUIPMENT USAGE

All work performed by the Contractor is to be accomplished using the Contractor's owned and/or rented equipment. All equipment is to be inspected to assure safe operation prior to use on the City's property. All rotary Lawn Maintenance equipment will have the blades sharpened or replaced with new blades as necessary so as not to tear the grass. Patterns should be employed to permit recycling of grass clippings and to present a neat appearance. If turf cannot be mowed due to inclement weather and turf has exceeded the maximum height

specified above, the turf must be mowed twice. All manufacturer's recommended Lawn Maintenance equipment safety features such as guards, kill switches, etc., are to remain intact and operational.

6. CLEAN UP AFTER LAWN MAINTENANCE

After Lawn & Grounds Maintenance is completed, the Contractor is required to remove all grass trimmings and clippings from all sidewalk areas. Removing or blowing grass trimmings with heavy-duty lawn and grounds maintenance equipment is unacceptable. Heavy lawn and grounds maintenance equipment can cause damage to the concrete sidewalks. Any damages caused by using heavy-duty lawn and grounds maintenance equipment in this manner will be repaired by the Contractor at his cost. Gas powered leaf blowers and hand sweeping are acceptable means of grass removal. The Contractor should always, whenever possible, discharge grass from lawn maintenance equipment away from the building and the sidewalk areas.

7. WEED MAINTENANCE

Spraying for weeds in inaccessible areas is to be administered at the City's discretion and is the responsibility of the Contractor. Spraying weed killer will only be permitted in cracks in pavement and sidewalks, and between the areas where pavement and concrete sidewalks meet unless otherwise instructed by the City. Spray will not exceed more than 4 inches of width around the area being sprayed. Spraying around the entire perimeter of buildings to avoid string trimming will not be permitted. Trees, shrubs, or flowers planted on city grounds shall be protected from spray and those plants that are destroyed by spraying or Lawn Maintenance will be replaced by the Contractor at the Contractor's cost. The Contractor will provide a list to the City of all pesticides and supplies that will be utilized within the scope of this contract. All weed killers and supplies will be a name brand, properly labeled (private labels will not be acceptable), and applied in compliance with all State and Local statutes governing their use. MSDS (Material Safety Data Sheets) must be provided on all chemicals used on the site. Spray will be administered at such times as to not endanger citizens or staff of the City. Liability for the spraying of weeds will be the sole responsibility of the Contractor. State and Federal mandated licenses for the application of weed poison is required and is the responsibility of the Contractor. Weed spraying may be subcontracted but must adhere to the same requirements listed here and be approved by the City prior to any spraying taking place.

SECTION C: PAY REQUESTS

The Contractor is to submit a pay request or invoice **only after all work, including trimming and clean-up, is completed for the cemetery.** Partial payment or payments for groups with unfinished work at any of the locations **will not be processed under any circumstances.** The invoice must clearly state **INVOICE** with an associated invoice number, date, amount of pay requested, the company name and address, and an itemized description of the service provided; i.e. "Hartshorne Cemetery Lawn Maintenance and lawn maintenance services" with the name of the cemetery specified.

Requests for payment submitted on documents that are labeled "Statement" will not be processed. **Invoices will not be processed the same work week as the work performed under any circumstances.** A work week for these purposes will be defined as Monday through Friday. Invoices will not be accepted on Saturday or Sunday as all City Hall Office departments are closed on those days. Invoices may be submitted by hand, U.S. Mail, or by e-mail. All work must be inspected by the City prior to payment being made to the Contractor. Every effort will be made on the City's behalf to inspect the properties and process the pay requests as efficiently and promptly as humanly possible. Payments will be made each month following the regularly scheduled Hartshorne City Council meeting.

SECTION D: INSURANCE AND OTHER REQUIREMENTS

The Contractors awarded the bid(s) by the City shall provide a Certificate of Insurance for a minimum of one million dollars (\$1,000,000.00) for public liability and property damage with the City of Hartshorne listed as the Certificate Holder prior to any work taking place. The policy shall provide for a combined single limit of five hundred thousand dollars (\$500,000.00) per occurrence for bodily and property damage with an aggregated limit of not less than one million dollars (\$1,000,000.00). The certificate shall also provide for Comprehensive General

and Vehicle Liability with minimum coverage of one million dollars (\$1,000,000.00) per incident. The Contractors shall provide Workers Compensation Insurance complying with the statutory requirements of the State of Oklahoma. Failure to provide any of these documents will be considered default and sufficient reason to terminate the contract upon notification of the Contractor.

Bidders will be required to post a Performance Bond in an amount equal to twenty five per cent (25%) of the total amount of the bid to secure their ability to complete the contract on which they have bid. Bidders receiving the low bid shall have an obligation to execute and complete a contract on which they have bid. Each bid shall acknowledge this commitment and shall be signed by an authorized representative of the bidding company. Any Contractor who bids and fails to enter into a contract, or post a bond, shall forfeit the right to contract for any or all properties at the election of the Hartshorne City Council.

SECTION E: DAMAGES TO CITY/PRIVATE PROPERTY

The Contractor is required to take necessary precautions to protect the City and private property. Any damages to property resulting from wrongful or negligent acts shall be reported to the City immediately. The Contractor will be responsible for the repair or replacement of any damages caused to the City or private property, including vehicles on City's property, immediately and at the Contractor's expense. The replacement of materials/parts shall be identical or City approved equal to those damaged. In the event that the Contractor does damage to City/private property and such damages are not repaired within a reasonable length of time, the City reserves the right to make such repairs and bill or deduct from payment the cost of such repairs.

SECTION F: SAFETY

Personal Protective Equipment (PPE) shall be worn as mandated in operational manuals provided by the equipment manufacturers. Contractor's employees, including applicators and handlers, will wear the PPE that is listed on any pesticide, fertilizers, weed killers, etc. label in order to satisfy the requirements of this contract. All materials and performance of work will meet all Federal Health and Safety laws currently in effect and those of local authorities having jurisdiction. The Contractor will take all necessary precautions for the safety of his/her employees on the job and of the general public. Lawn, landscape, and maintenance work will be scheduled to provide the least inconvenience to the occupants of the building and the users of the fields.

SECTION G: NON-COLUSION

The bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for him/her to solicit or secure this bid. The bidder further warrants that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the bidder, any fee, compensation, percentage, gift or consideration contingent upon or resulting from the award or making of this bid. If the bidder violates this provision, the City shall have the right (which shall be cumulative to the other rights the City may have) to forthwith terminate this bid without liability. Bidder also certifies that his/her bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, services, or equipment and is in respects fair and without collusion or fraud. The signing of the bid sheet indicates that the bidder understands and agrees to this clause.

SECTION H: BANKRUPTCY/INSOLVENCY

At the time of submittal of the bid, the bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy either voluntary or involuntary or receivership proceedings (a person legally appointed to receive and have charge of property or money involved in a lawsuit). If the bidder files for bankruptcy during the term of, insolvency or receivership, the City may, at its option, terminate and cancel said contract in which all rights hereunder shall immediately cease and terminate.

ATTACHMENT "A"

**BID SHEET FOR HARTSHORNE CEMETERY LAWN MAINTENANCE
SERVICES ALL BIDS MUST BE SUBMITTED ON THIS FORM**

BIDS SUBMITTED IN OR ON ANY OTHER FORM WILL BE DISQUALIFIED

PLEASE CHECK YOUR BID CAREFULLY FOR COMPLETENESS AND ACCURACY

FILL IN ALL REQUESTED INFORMATION.

2020 CITY OF HARTSHORNE CEMETERY LAWN MAINTENANCE

Company name: _____

	City Representative/Approver:	Elizabeth Wilson	
Hartshorne Park Cemetery	35 Acres	North 9 th Street 34°51'30.5"N 95°33'21.1"W	
Regular mowing and trimming		Total cost Per Service	\$ _____

Your signature on this page indicates you are willing to enter into a contract and post a Performance Bond with the Hartshorne City Council should you have the winning bid.

Name of Company _____

Address of Company _____

Company Phone Number _____ Company Fax

Number _____

Signature of Authorized Company Representative

Date

**CITY OF HARTSHORNE, OKLAHOMA
REQUEST FOR BID**

2020 Hartshorne Cemetery Lawn Maintenance Services

**ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT**

Return this completed form with your sealed bid.

_____ being duly sworn deposes and says
that he / she is _____
(state official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Hartshorne or any person interest in the proposed contract; and that all statements contained in said proposal or bid are true.

(signature of person submitting bid)

Subscribed and sworn this _____ day of _____
_____, _____ before me, a Notary Public in and for County of _____
_____, State of _____.

Notary Public

My Commission Expires: _____

