



**St. Michael the Archangel
& Mary Mother of Peace
Catholic Parish**



**Invitation for Bid – Mowing Services
October 2020**

Scope of Work

The Contractor is to provide Seasonal Mowing of 7 properties (see Attachment A for Addresses and Bid Form) from March 1– November 1, approx. 30 times per season. Mowing at churches preferred Thursday or Friday weather permitting. Maximum height of 3” or as directed by SMAMMOP representative. All hard surfaces will be power edged, and any debris blown away from walks, driveways, porches and patios. No grass will be blown into the street.

For questions concerning this IFB or to arrange pre-bid inspection, please contact Patricia Clark or Imer DeLeon at 302-856-6451.

Additional Services - Any other services as requested by SMAMMOP will be billed by the Contractor on a lump sum per job basis as agreed by SMAMMOP and Contractor prior to commencing work. Services may include:

- Winter cut back
- Edging, Weeding and Clean up Beds
- Mulching
- Pruning
- Fertilize and Seed
- Plantings
- And other landscaping services

MMOP reserves the right to use its own forces, or to engage other contractors for any reason whatsoever at the sole and absolute discretion of SMAMMOP.

SMAMMOP will make payment to the Contractor on a monthly basis. Contractor will invoice SMAMMOP on the first of each month (terms: net 30) for all services performed during the previous month. See Page 8 for invoicing information.

General Terms.

SMAMMOP and Contractor hereby agree to the following terms:

1. SMAMMOP will grant the Contractor access to the properties during regular business hours Monday through Friday and from the times 8:00am to 5:00pm local time and additional mutually agreed upon times (See Attachment A for restricted times of use at each address.)
2. The Contractor will provide all labor, material and equipment to perform the services in accordance with the requirements herein specified.
3. SMAMMOP will withhold payment for any services not completed as required under "Scope of Work." This includes any week in which mowing is not accomplished, regardless of weather conditions.
4. Contractor must submit a responsive bid and demonstrate that they are responsible (have the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance). Additionally, a "responsive bid" means a bid, or proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
5. Contractor will provide SMAMMOP a direct cell phone number of account supervisor to ensure immediate contact to discuss matters related to the contract.

Term

The Contract resulting from this IFB shall commence upon the earlier of: (a) issuance by SMAMMOP of a Notice to Proceed; or (b) on or about January 1, 2021, and shall be terminated two (2) years from the effective date, unless otherwise agreed to in writing by SMAMMOP. SMAMMOP shall retain the right to renew the contract for two (2) renewal options of one (1) year. This contract may be terminated by either party at any time with a minimum of 30 days notice.

Bids submitted in response to this IFB are irrevocable for 180 days following the closing date.

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State and Local laws applicable to its activities and obligations under the contract.

The Contractor shall indemnify and save harmless SMAMMOP, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which SMAMMOP be subjected or put by reason of injury (including death) to persons or damage property, resulting from Contractor's performance of work specified herein or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, or be against, suffered or sustained by SMAMMOP.

The Contractor will assume sole responsibility for all work to be performed under any contract resulting from this IFB. SMAMMOP will consider the prime Contractor the sole point of contact with regard to contractual matters.

The Contractor and its subcontractors shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use.

The coverages listed above shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.

Commercial General Liability Insurance including all extensions –

- \$1,000,000 each occurrence;
- \$1,000,000 personal injury;
- \$1,000,000 products liability;
- \$1,000,000 general aggregate

Insurance coverages required herein shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, SMAMMOP shall have the absolute right to terminate the Contract without any further obligation to the Contractor

Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude SMAMMOP from supervising or inspecting the operations of the contractors as the end result.

Non-Disclosure of Information

The bidder agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with

this IFB, will be kept confidential and not be disclosed to any person other than SMAMMOP, its designated officials, employees, and authorized agents. The Bidder agrees to immediately notify SMAMMOP in writing if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this contract.

Good Faith Responsibility

Offerors agree to deal in good faith in all matters. Dealing in good faith includes (but not limited to):

- attempting to resolve disputes amicably and promptly;
- not misleading SMAMMOP employees;
- not making representations which are untrue, and not making promises which are not kept; and
- not filing claims or protests which are frivolous or clearly without foundation.

Bidder Qualifications

Bidder must complete a Contractor's Experience and Qualifications Statement (Attachment B) and submit it along with bid form.

Bidder must provide a minimum of three (3) references of work performed of a similar nature as requested in this IFB. SMAMMOP, at its sole discretion, may or may not contact any or all of the cited references, and in addition, may contact any other reference of its choosing.

Bidder shall be able to perform all requirements described in the scope of work.

Whether or not a Bidder is qualified for award and deemed responsible is at the sole and absolute discretion of SMAMMOP.

Vendor must include their company policy as it relates to employee's bonding and criminal background checks.

Factors to be used in determining whether a vendor is responsible may include, but are not limited to:

- Financial resources adequate to perform the contract, or the ability to obtain them;
- Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing similar business commitments;
- A satisfactory performance record;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, accounting and operational

- Controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulation;
- The necessary equipment and employees to perform under the contract, or the ability to obtain them;

The Contractor/Subcontractor (s) must have a valid Commercial Pesticide Applicator Certification from the Delaware Department of Agriculture. The successful bidder must be licensed in the State of Delaware to provide such services.

The Contractor must meet all Federal EPA, OSHA, and MDE guidelines.

Contractor's Use of Chemicals

All chemicals utilized by Contractor shall be approved in writing by SMAMMOP prior to application and must meet all federal, state, and local regulations. MSDS and labels must be submitted to SMAMMOP for approval prior to commencing work.

- Contractor shall inform SMAMMOP of any scheduled chemical application one week prior to the application. It is the responsibility of SMAMMOP to disseminate information about the planned application to facilities users and employees.
- All Delaware state laws shall be adhered to in the application, posting, and handling, and transportation/storage of chemicals. Only registered technicians may apply chemicals on the site.
- Contractor shall provide a copy of the chemical record for each application, including Roundup. The record shall include all data as required by the State of Delaware. The records will be kept at Contractor's office as required by the state.
- In general, chemicals should be mixed at the lowest effective rate for the targeted species.

Supervisor/Workforce

Contractor shall provide a work force sufficient to complete the work as it is specified. Included in this work force shall be a competent Supervisor acceptable to SMAMMOP who shall be responsible for adherence to the contract requirements.

Contractor's Supervisor shall have control of all work crews assigned to perform work under this contract and is expected to be on-site during times when work crews are assigned to perform and is to be available to SMAMMOP during working hours.

Contractor's Supervisor shall report without delay any damage to SMAMMOP equipment or property and shall be held responsible for the repair and/or replacement of any such damage caused by his/her crew or equipment.

Working Hours

Regular working hours shall mean between 7:00 a.m. and 5:00 p.m., Monday through Friday, Federal holidays and weekends excluded. The Contractor at its own cost and expense may elect to work other than regular hours with advance approval by SMAMMOP. SMAMMOP will not be responsible for any overtime hours without prior written authorization by SMAMMOP.

Coordination

All work must be conducted in a manner which meets the approval of SMAMMOP. There may be meetings on-site between the Contractor and SMAMMOP to certify the accomplishment of work.

Contractor's Use Premises

The Contractor shall limit his use of the premises to the work indicated, so as to allow for SMAMMOP occupancy and use. (See Attachment A for restricted times of use at each address.)

Cleaning

The Contractor shall maintain the work areas clean of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and construction and installation equipment from the premises immediately. Any debris, dirt or stains caused by the work shall be promptly removed. Requests to leave materials, waste, rubbish, debris, and equipment on site longer than eight (8) hours must be approved in writing by SMAMMOP in advance.

Safety

The Contractor shall take all necessary precautions for the safety of employees on the work crew to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The successful Bidder shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public. All work to be done in accordance with all applicable laws and codes.

Hazardous Waste

The Contractor shall handle, store, transport and dispose of hazardous waste materials in compliance with Federal and State hazardous waste laws, rules and regulations.

Personnel

Contractor will have only properly trained personnel on site to perform all functions to ensure that all operations are performed safely and effectively. All Contractor personnel will conduct themselves in a safe, courteous and professional manner while on site.

Contractor will have sufficient on-site personnel and equipment to complete the Scope of Work as outlined herein.

Travel Time

SMAMMOP shall not compensate the Contractor for travel time to and from the sites nor for return visits to correct deficiencies in the Contractor's work.

Damage/Loss of Property

The Contractor will be responsible for loss or damage caused by his or her employees. The Contractor shall make reasonable and prompt restitution, by cash, replacement, or repairs, subject to SMAMMOP's approval, for any damage for which the contractor is liable.

Invoices

The Contractor shall submit invoices monthly and shall contain the complete vendor's name, address, telephone number, contract person, and services performed, broken down into the unit cost(s) as indicated on the bid work sheet. Failure to do so may result in delay of payment. If payment is annualized (i.e., 12 equal payments), SMAMMOP will deduct from the monthly invoice for any weeks mowing has not been accomplished according to the itemized bid sheet.

Undisputed invoices will be paid within thirty (30) days of receipt by SMAMMOP's Finance Office. Please keep in mind that SMAMMOP is exempt from Delaware Sales and Use Taxes, therefore taxes shall not be added to the invoices.

All Invoices must be submitted to:

JBell@smammop.com

Finance Office

202 Edward Street

Georgetown, DE 19947

302-856-6451, x113

SMAMMOP reserves the right to accept or reject any and all bids or parts of bids, to waive any irregularity or to cancel the award of any contract before the execution of the contract by all parties without liability on SMAMMOP's part.

Execution of Contract

SMAMMOP shall forward the contract form to the successful Bidder for execution. In addition to the executed contract form, the successful Bidder shall furnish certificates of insurance. Contract and additional documentation shall be returned to SMAMMOP within seven (7) calendar days of receipt. This documentation is a prerequisite for execution of the contract.

The successful Bidder's failure to execute the contract and provide documents listed above may result in the cancellation of award. In such event, SMAMMOP shall have the option to award the contract to the next lowest Bidder.

**ATTACHMENT A Bid Form and Contract
PAGE 1 OF 2
CONTRACT TITLE: Lawn Mowing Services**

BID DUE DATE: November 15, 2020

Submit completed bid by email to Pclark@smammop.com

In person or US mail to:

St. Michael the Archangel/Mary Mother of Peace

202 Edward Street

Georgetown, DE 19947

Fax to: 302-856-2353

In response to Invitation for Bids (IFB) SMAMMOP Lawn Mowing Services, the following bid is submitted by:

Company Name: _____

Address: _____

Phone: _____

The **UNDERSIGNED** agrees to furnish all supervision, labor, materials, travel, insurance, equipment and services necessary for lawn mowing services to the properties listed below.

The **UNDERSIGNED** hereby declares to have carefully examined the specifications and has carefully examined the Contract Documents and inspected the sites where the proposed work will be performed, and has accepted all terms and conditions outlined in the specifications.

The award of this contract will be made to a responsive and responsible vendor whose bid is determined to be the most advantageous to SMAMMOP, in accordance with the specification outlined within the solicitation.

SMAMMOP reserves the right to cancel this procurement and/or to reject all bids.

Company Name: _____

**ATTACHMENT A
PAGE 2 OF 2**

Property Addresses and bid form

Unless otherwise stated, mowing allowable 7am-5pm Monday - Friday

NOTE: ALL LOCATIONS MUST HAVE A BID, PARTIAL BIDS NOT ACCEPTED

Description	Property Address	Times in Use / Restrictions	Cost per cut (Incl. edge, trim, blowing)	Monthly Payment (30 cuts/year)
Main Rectory	104 W. North St, Georgetown, DE 19947	Priests Residence 24 hours		
SMA Church	203 Edward St., Georgetown, DE 19947	Weekday Masses Monday and Tuesday 9:00 am		
Mary Mother of Peace Church	30839 Mt. Joy Rd., Millsboro, DE 19966	Weekday Masses Wednesday and Friday 9:00 am (NO MOWING ON WEDNESDAY BEFORE 11:00 AM)		
Offices	202 Edward St., Georgetown, DE 19947 (including rear lot)	Administrative offices, hours 9:30 am - 3:30 pm, Monday through Friday		
Religious Ed Building	200 Edward St., Georgetown, DE 19947	Building adjacent to 202 Edward, 9:30 am - 3:30 pm weekdays		
Residence	30787 Mt. Joy Rd., Millsboro, DE 19966	Residence		
Mary's House	30807 Mt. Joy Rd., Millsboro, DE 19966	NO MOWING MONDAY FROM BEFORE 2:00 PM		
TOTAL PER CUT / MONTHLY				

(Note: This bid may be annualized i.e., 12 equal monthly payments, however per cut itemization is needed for deduction in case of missed weekly mowings.)

Submitted by: _____

Printed or Typed Name: Title: _____

Authorized Signature & Date: _____

Company Name: _____

ATTACHMENT B (Attach Additional Pages as Needed)

Qualifications Statement

Experience

References