GRASS CUTTING SERVICES
REQUEST FOR PROPOSALS

December 9, 2024

To Whom It May Concern:

The City of Bay St. Louis is requesting proposals for request for proposals for Grass Cutting Services. This request for proposal includes the advertisement, the contract, Exhibit A and Exhibit B.

Contractors must complete Exhibit A by filling in the "price per cut" and "estimated annual cost" for each line item. On Exhibit B, the contractor must provide the "hourly rate for additional services" on the last line item.

As part of the RFP Proposal submitted to the City of Bay St. Louis, contractors must also provide the following information:

1. Contract Signed by Contractor to agree to terms of contract
2. Exhibit A with pricing information (price per cut and estimated annual cost for each line item)
3. Exhibit B with pricing information (hourly rate for Additional Services)
4. Exhibit C signed by contractor to agree to terms of addendum to city contracts
5. List of dedicated equipment for this contract
6. List of dedicated personnel for this contract
7. List of similar contractors the contractor has or is working for other entities
8. List of references for similar contracts

Thank you for submitting for this project.

Sincerely,

Michael J. Reso
City Clerk

REQUEST FOR PROPOSALS

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
The City of Bay St. Louis, Mississippi, will receive proposals for:

GRASS CUTTING SERVICES

Request for Proposals at CITY HALL LOCATED AT 688 HIGHWAY 90, BAY ST. LOUIS, MISSISSIPPI, until 10:00 A.M. CST, December 31, 2024, and then at said office publicly opened.

The Contract Documents are on file and may be examined at the following locations:

1. Bay St. Louis City Hall, 688 Highway 90, Bay St. Louis, Mississippi 39520
2. www.baystlouis-msbids.com (log-in registration required)

Specifications are being made available via hard copy or digital download at www.baystlouis-msbids.com. Interested Proposers can view documents for free, but are required to log-in or register for an account to download or order proposal documents. Specification documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders, please contact Plan House at 228-248-0181. No partial specification manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Proposers within twenty-four (24) hours of the time indicated above for receiving bids. For those interested, bids can be electronically submitted at www.baystlouis-msbids.com under the project page. All interpretations of specifications shall be directed to Michael Reso, CAO/City Clerk at mreso@baystlouis-ms.com.

All submittals must be on file with the City Clerk prior to the opening time as stated above. All submittals must be sealed and clearly marked on the outside of the envelope as indicated "GRASS CUTTING SERVICES RFP". Responses submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Envelopes not so marked are submitted at the risk of the prospective Submitter and the City assumes no responsibility for the premature opening of same by any City employee.

Submittals sent through the U.S. Mail are done so at the risk of the Proposer and should be addressed to the City of Bay St. Louis, in care of the City Clerk's Office, 688 Highway 90, Bay St. Louis, Mississippi, 39520. The City is NOT responsible for submittals that arrive in the mail after the designated opening time. Submittals may be delivered in-person to the City Clerk's Office located at 688 Highway 90, Bay St. Louis, Mississippi until 10:00 a.m. CST on December 31, 2024.

The Governing Body reserves the right to reject any and all proposals and to waive informalities.

In order to perform public work, the successful proposer shall, as applicable, hold or obtain such Mississippi Contractor's and business licenses as required by state statutes. Before a Contract will be awarded for the services contemplated herein, the City will conduct an investigation as is necessary to determine the performance record and ability of the proposer to perform the size and type of service specified under this Contract. The City shall score all proposals based on a 100-point scales as follows: Price (25 Points); Equipment and Staffing Committed to Project (25 Points); and Experience and Qualifications of Contractor (50 Points). The proposer shall submit such information as necessary to evaluate the proposer's qualifications.

For information concerning the proposed service, contact the Michael Reso, City Clerk, located at 688 Highway 90, Bay St. Louis, MS 39520 or mreso@baystlouis-ms.gov / 228-466-5457.

Michael Reso, CAO/City Clerk
Bay St. Louis, Mississippi

Published: 12/12/24 and 12/19/24

CONTRACT FOR GRASS CUTTING SERVICES
BY AND BETWEEN
_____ AND
THE CITY OF BAY ST. LOUIS, MISSISSIPPI

This contract is made and entered into by and between_____ (hereinafter referred to as "Contractor"), and the City of Bay St. Louis (hereinafter referred to as "City"), with an effective date as of January 1, 2025, and a commencement date of December 31, 2025, upon the following terms and conditions, to-wit:

1. Contractor agrees to provide professional grass cutting services including minor trash pickup prior to cutting, mowing, edging, and blowing. In addition, services include weed eating and spaying herbicide around all poles, signs and equipment that cannot be mowed within the City limits of Bay St. Louis. Contractor will include all tools, equipment and labor necessary to perform such services. Cutting schedule may vary with weather conditions. Contractor shall work with the City to develop a schedule for the services described in Exhibit A.

2. This Contract shall be in full force and effect from January 1, 2025, for a period of three (3) years, with an option by the City to extend the agreement for three (3) additional one (1) year periods unless the Contract is otherwise terminated. During the contract term, the City reserves the right to add additional sites to the service list or remove specific sites from the service list. If service sites are modified during the term of the Contract, the City will contact the Contractor to negotiate pricing modifications, if warranted.

3. Contractor agrees to provide all services described in Exhibit A & Exhibit B to this Contract. Exhibit A is the schedule of grass cutting service location with cost per cut and an annualized total cost. Exhibit B is a brief description of the work required by the City for each location. Exhibit B is not meant to be an exhaustive list or description of the services provided. Frequency is dependent on weather and terrain conditions. This judgment is at the joint discretion of the Contractor and the City. The Contractor shall coordinate directly with the Director of Public Works, or his designee, for the City.

4. On a weekly basis, Contractor shall provide the Public Works Director of the City, or any other official designated by the City, a weekly work log report—broken down on a daily basis—of all services provided pursuant to this Contract. Contract must provide the completed log of services for the previous week by noon on the Monday following the completion of the work. For this Contract, a week is considered Monday through Sunday.

5. This contract is for services to be performed throughout the term(s) of this Contract. Contractor shall bill the City at the first of each month for all services provided during the preceding month. Bills shall be broken down into unit price based upon the prices listed in Exhibit A. Payments will be made after the docket is approved by the City Council at its regularly scheduled meetings and pursuant to Mississippi law.

6. All insurances shall be maintained with a properly licensed company that holds a Certificate of Authority from the Mississippi Department of Insurance. All insurance shall be written on an occurrence basis, and with the exception of workers' compensation and employer's liability, shall name the City of Bay St. Louis, Mississippi as additional insured and include a waiver of subrogation in favor of the City of Bay St. Louis, Mississippi. Contractor shall provide City with certificates of insurance for each insurance and such certificates will indicate that the described insurance policies may not be canceled before the expiration of thirty (30) day notification period that the City will be immediately notified in writing of any such notice of termination.

   The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

   - Commercial General Liability - in the amount of one million dollars ($2,000,000.00) aggregate/one million dollars ($1,000,000.00) per occurrence.

   - Comprehensive Automobile Liability – with combined single limit-bodily injury and property damage in the amount of $1,000,000.00.

   - Worker's Compensation - Contractor shall provide a policy that is consistent with Mississippi state law. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City.

   - Any other insurance coverages as may be required by law in the State of Mississippi.

   - The City shall be listed as an additional insured on all policies and proof of insurance shall submitted to the City prior to commencement of any work. Annually upon renewal of all insurance policies, current proof of insurance will be provided to the City by the Contractor.

7. It is understood and agreed that Contractor is an independent contractor and there is no relationship of employer/employee as between the parties hereto.

8. It is understood and agreed that Contractor shall not subcontract any portion of the services provided herein without written approval from the City. The City is under no obligation to approve a subcontractor as approval is completely within the discretion of the City.

9. It is understood by and between the parties that City reserves the right to remove from this contract any of the service locations as shown in Exhibit A upon written notice by the City to Contractor. Upon removal of any service locations, Contractor shall have no further responsibility for lawn care as to those locations.

10. Contractor will ensure that all employees, representatives, or agents performing work on the property of the City possess the necessary skills and training to perform the job safely and competently.

11. Any additional lawn care services requested by the City to be performed by Contractor which are not listed in this contract shall be negotiated and agreed upon as to price and will be billed at the first of the month following the month in which the additional services are performed.

12. Contractor shall be responsible for all damages to the City's property or unsatisfactory work.

13. Contractor shall indemnify and hold the City harmless from any and all damages, liability, or costs, including reasonable attorneys' fees and costs of defenses arising from its performance of the services under this Contract.

14. It is expressly agreed that this Contract and all terms and conditions hereof, whether expressed or implied, shall be governed by and construed in accordance with the laws of the State of Mississippi. Contractor and City further agree that should any dispute over the interpretations, application, or enforcement of this Contract not be amicably resolved, and/or if in the event Contractor should undertake any judicial action against City to enforce any rights under this Contract whether expressed or implied such dispute shall be resolved in the appropriate state court located in the County of Hancock, State of Mississippi, or if the law so requires this matter be brought in Federal Court, then in the appropriate Federal Court of Mississippi nearest Hancock County, Mississippi, and the Contractor expressly waives any rights it may not or hereafter may have to complain of such designation of venue.

15. This contract may be terminated by the City at any time, with or without cause, upon written notice to Contractor.

16. The contract is subject to all terms and agreements identified in the Addendum to City of Bay St. Louis Contracts attached as Exhibit C.

17. It is understood that the full proposal submitted by Contractor to the City and the Request for Proposal issued by the City is fully incorporated into this Contract as Exhibit D and Exhibit E.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties to this contract, acting under proper authority, have caused this contract to be duly executed effective as of the date state hereinabove.

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: _____ _____
Mike Favre, Mayor Date

Phone: 228-466-5457 Email: mfavre@baystlouis-ms.gov

Address: 688 Highway 90, Bay St. Louis, MS 39520

CONTRACTOR: _____

By: _____ _____
Authorized Signer Date

Phone: _____ Email: _____

Address: _____

Exhibit A

GRASS CUTTING SCHEDULE

FOR CITY WIDE CONTRACT

EXHIBIT A

CITY OF BAY ST. LOUIS, MISSISSIPPI

Grass Cutting Schedule for City Wide Contract

ITEM	LOCATION	DEPARTMENT	# OF CUTS	PRICE PER CUT	ESTIMATED ANNUAL COST
1	City Hall, Public Works Yards & Council Chambers	Administration	22		$ -
2	Main Street Fire Station	Fire	22		$ -
3	Hwy 603 Fire Station	Fire	22		$ -
4	Train Depot/Community Hall/Duck Pond	Buildings & Grounds	22		$ -
5	Court Street Parking Garage	Buildings & Grounds	22		$ -
6	Second Street Cemetery	Buildings & Grounds	22		$ -
7	Boys and Girls Club	Buildings & Grounds	22		$ -
8	Senior Citizen Center	Buildings & Grounds	22		$ -
9	Beachfront	Parks & Recreation	22		$ -
10	Dunbar Dog Park	Parks & Recreation	22		$ -
11	Old City Hall Grounds & Park	Parks & Recreation	22		$ -
12	MLK Park	Parks & Recreation	22		$ -
13	McDonald Park & Splash Pad	Parks & Recreation	22		$ -
14	CommagerePark	Parks & Recreation	22		$ -
15	7th Street Park	Parks & Recreation	22		$ -
16	Al Smith Park	Parks & Recreation	22		$ -
17	Baseball Complex	Parks & Recreation	38		$ -
18	Soccer Complex	Parks & Recreation	38		$ -
19	Wards 1 - 4 (excluding Hwy 90 & Central Ave)	Public Works	10		$ -
20	Wards 1 - 4 Ditches	Public Works	10		$ -
21	Central Ave	Public Works	22		$ -
22	Wards 5 & 6 (excluding Hwy 603 & Longfellow)	Public Works	10		$ -
23	Wards 5 & 6 Ditches	Public Works	10		$ -
24	Highway 603 (Ditch to Ditch and Boat Launch, Excluding Woodline)	Public Works	22		$ -
25	Highway 603 (Ditch to Woodline, Full Cut)	Public Works	11		$ -
26	I-10 Exit 13 Hwy 603 (Island to Woodline)	Public Works	22		$ -
27	Highway 90, Drinkwater, Green Meadow, Blue Meadow & Longfellow	Public Works	22		$ -
28	Additional Services (Hourly Rate)	Public Works	N/A		
				Estimated Grand Total	**$ -**

Exhibit B

DESCRIPTION OF GRASS CUTTING SERVICES

FOR CITY WIDE CONTRACT

EXHIBIT B

CITY OF BAY ST. LOUIS, MISSISSIPPI

Description of Grass Cutting Services for Citywide Contract

- **General Grass Cutting Services for All Locations:** Contractor agrees to provide professional grass cutting services including trash pickup prior to cutting (and after, if needed), mowing, edging, and blowing to all service locations. Contractor will cut from road to minimum of 4 ft behind power poles on back side of ditches, unless otherwise specified by the City. Contractor will weed eat and spray herbicide around all poles, signs, concrete islands, sidewalks, and equipment that cannot be mowed within the city limits of Bay St. Louis. Contractor must ensure that culverts and all drainage structures are not clogged with trimmings. All intersections will be cut to provide visibility for traffic. Grass clippings must be blown off roads as they are cut.

Additional to the services listed above, the following services are location/site specific:

- **Beachfront/North Beach:** Cutting 2 passes along the sidewalk (minimum of 8 ft.) and 2 passes along the headwall (minimum of 8 ft.) as well as the head of every road to include foot of the Bay Bridge.

- **Wards 1 – 4:** Cutting from road up to one pass behind power poles on back of ditch (min. 4 ft.). Corners should be cut back to maintain visibility. All functioning roads and ditches within the entire wards shall be serviced by contractor.

- **Ward 1-4 Ditches**: The following ditches in Wards 1-4 are included: (1) 200 Block of Ulman to Carol Ave.; (2) 200 Block of Ballentine Street to Washington Street; (3) Dunbar Ave at Old Bay Lane to Athletic Drive; (4) Drainage Easement on the North and South of Spanish Acres Dr.; (5) Sunset Drive to Dunbar Ave; (6) North and South Drainage Easement on Oaks Blvd.; and (7) 515 Highland Drive. Ditches in the wards will not be cut with heavy equipment, but will be cut with weed eaters (unless pre-approved by the City).

- **Wards 5 & 6 (Excluding Hwy 603):** Cutting from road to one pass behind power poles (min. 4 ft.). Corners cut to maintain visibility. All functioning roads and ditches within the entire wards shall be serviced by contractor. Central Ave will be cut from wood line to wood line, and all intersections will be cut to provide visibility for traffic. Jordan River Drive from Fifteenth Street to Locust Lane will be cut from wood line to fence line to include all city right of way.

- **Ward 5 & 6 Ditches**: The following ditches in Wards 1-4 are included: (1) Longfellow Drive from Highway 90 to Perniciaro Lane and East of Bushlog Street; and (2) Green Meadow turn in ditch. Ditches in the wards will be cut with heavy equipment, but will be cut with weed eaters (unless pre-approved by the City).

- **Central Avenue (by railroad):** Cutting of grass up to rocks of railroad.

- **Highway 603:** Services for every cut include cutting from center of ditch to center of ditch on each side of the highway including the medians and the Bayou Lacroix Boat Launch. Cutting from ditch to wood line is required every other round of cutting.

- **I-10 Exit 13 at Hwy 603**: Services including cutting from Island to wood line.

- **Highway 90/Drinkwater/Longfellow/Green Meadow/Blue Meadow:** Services include cutting everything at the base of the Bay Bridge to the Bay St. Louis City lines—including service roads and right of ways. Also included are (1) Drinkwater to Green Meadow; (2) Blue Meadow from Highway 90 to Joe's Bayou Road; (3) Longfellow Drive from Highway 90 to Highway 603. Longfellow requires cutting back vertical growth on right of way. Blue Meadow Road requires cutting to the wood line from Old Blue Meadow Road to Bay High School.

Additional Services: Contractor will provide any requested additional landscaping/lawn care services at a rate of $____/hour.

Exhibit C

ADDENDUM TO THE CITY OF BAY ST. LOUIS CONTRACTS

Addendum to City of Bay St. Louis Contracts

This Addendum between the City of Bay St. Louis, Mississippi ("BSL") and ("Contractor") is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

   U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

   Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11th) Amendment immunity.

   U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

   Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

   Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

   Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

   Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

   Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

   Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contactor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.
14. Any references to BSL submitting to binding arbitration are deleted.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

    Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

    Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period I the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR: _____

BY: _____

NAME/TITLE _____

DATE: _____

CITY OF BAY ST. LOUIS, MISSISSIPPI

BY: _____

NAME/TITLE: Michael J. Favre, Mayor

DATE: _____

Exhibit D

FULL PROPOSAL SUBMITTED BY CONTRACTOR FOR REQUEST FOR PROPOSAL FOR GRASS CUTTING SERVICES

Exhibit E

REQUEST FOR PROPOSAL
BY CITY OF BAY ST. LOUIS FOR
GRASS CUTTING SERVICES