



CITY OF KENTWOOD REQUEST FOR PROPOSALS (RFP)

SOLICITATION

Project Number	25-029-441
Project Description	Landscape (Mowing and Trimming) Services at Pinehill Cemetery
Date of Specifications	Thursday, August 28, 2025
Questions Due Date & Time	Thursday, September 11, 2025 @ 2:00 PM
Proposal Due Date & Time	Thursday, September 18, 2025 @ 11:00 AM
Anticipated Award Date	October 8, 2025
Anticipated Contract Start	April of 2026

The above schedule is for information purposes only and is subject to change at the City's discretion.

RFP Contact Information

City of Kentwood

City Hall

4900 Breton Ave SE

Kentwood, MI 49508

Attn: Cori Derengowski, Buyer

616-554-0760

derengowskic@kentwood.us

This solicitation, along with any attachments, may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Any and all addenda issued by the City of Kentwood shall be available at <https://www.bidnetdirect.com/mitn/cityofkentwood>. It is the sole responsibility of the responding companies (Respondents) to verify all information related to this solicitation. The City shall not be responsible for any incomplete proposal submitted due to missing addenda, attachments, or other information regarding this solicitation. Award results will be posted on the MITN website.

1 INTRODUCTION

The City of Kentwood, Michigan (City) issues this Request for Proposals (RFP) to seek proposals from qualified experienced providers for the mowing and trimming (Services) at Pinehill Cemetery located on 52nd Street SE (Site). Respondent chosen to perform the Services (Contractor) shall enter into an agreement(s) (Contract) for a period of one-year with, upon mutual agreement, the option to extend for up to four additional years. Subsequent contract extensions may be subject to the approval of allocated funds in the City's annual budget. The Contractor shall provide the requested Services in accordance with the specifications, terms, and conditions which follow.

2 BACKGROUND

The City maintained the cemetery's mowing and trimming services in 2025 using City staff and equipment. For years prior, these services were outsourced to a contractor. The City is seeking proposals to ensure consistent, high-quality maintenance of the cemetery grounds through contracted mowing and trimming services. The total area is approximately 945,888 square feet.

3 SPECIFICATIONS OF SERVICES

The Contractor shall furnish all labor, materials, equipment, transportation, services, and traffic control devices required in the performance of the Contract. All personnel must be employed directly by the Contractor. Contractor shall provide the Services throughout the growing season, typically from April through October. The Services shall be performed at the Site identified as Pinehill Cemetery, outlined in Exhibit A.

3.1 General and Technical Requirements

- 3.1.1 All work must be performed between the hours of 8:30 a.m. and 3:00 p.m. Monday through Saturday. No work may be performed on Sunday. Work shall also be avoided on designated ozone action days, where possible.
- 3.1.2 Mowing shall be performed once within each 7-day period, or as otherwise directed by the City's Project Manager, to maintain a height of approximately three (3) inches. The City may adjust mowing heights or request additional/special mowing dates to accommodate seasonal conditions, holidays, or special events (e.g., Memorial Day, July 4th, Labor Day).
- 3.1.3 Prior to mowing, the Contractor shall remove all debris, trash, stones, and tree limbs from lawn areas and sidewalks, including approximately 1,015 feet of sidewalk along 52nd Avenue and Christie Street (see Exhibit A). Tree limbs shall be placed in an area designated by the Cemetery Sexton.
- 3.1.4 Mowing shall be performed in a manner that ensures a smooth appearance without scalping, rutting, or excessive clumping. Grass clippings shall not be windrowed. If clippings remain on the turf, they shall be mechanically removed and taken off-site.
- 3.1.5 All areas of the Site shall be mowed and trimmed during each operation, unless otherwise directed in writing by the City. This includes banks, depressions, ditches, around structures, memorial markers, trees, and shrubs. Steep banks and ditch lines may be maintained by riding mower, push mower, or string trimmer; however, any turf damage or erosion caused shall be corrected at the Contractor's expense (or by the City with costs deducted from payment).
- 3.1.6 Immediately following mowing, the Contractor shall clean all walkways, drives, paved areas, and sidewalks (including along 52nd Avenue and Christie Street) of grass and debris using a blower or mechanical broom attachment.
- 3.1.7 All concrete sidewalks and curb lines shall be edged monthly (4th week of the month or as approved by City Project Manager).
- 3.1.8 String trimming shall not damage tree trunks. At the City's discretion, a non-selective herbicide may be applied to create a buffer zone around trees or signposts; such application must be requested through the City's Project Manager.

- 3.1.9 All operations shall be conducted respectfully to avoid disturbing visitors. During a funeral or memorial service, the Contractor shall relocate activities as far as possible from the gathering. Upon request by visitors, mowing shall be suspended and rescheduled at the direction of the Cemetery Sexton.
- 3.1.10 Scheduling and timing of Services shall be coordinated with the City's Project Manager.
- 3.1.11 Failure to comply with these requirements may result in termination of the Contract. In such a case, the City reserves the right to hire another contractor and deduct associated costs from any payments owed to the terminated Contractor.
- 3.1.12 Leaf removal and fertilizer application shall remain the responsibility of the City.
- 3.2 Site Visit Responsibility. Respondents are responsible for visiting the site and submitting proposals that account for current site conditions and all relevant factors.
- 3.3 Experience: Contractor shall have been in business for these types of services for a minimum of five (5) years and provide references.
- 3.4 Equipment: Contractor shall be responsible for all maintenance and repairs of equipment. Equipment, material, and other supplies may not be left or stored on the Site or on any adjoining public or private property.
 - 3.4.1 Respondent shall provide a list of all owned or leased equipment proposed for use in fulfilling the requirements of this RFP. The City reserves the right to inspect the Respondent's equipment prior to award.
 - 3.4.2 Respondent shall provide a list of proposed staffing levels to fulfill the requirements of this RFP.
- 3.5 The City, at its sole option, reserves the right to modify the quantity of area to be mowed by Contractor due to budget restraints, jurisdictional changes, or responsibilities as they occur. In the event that the quantity included in the Services and/or the frequency requirements are thus modified, resulting in a change to the proposed Contract Amount, the Contract Amount shall be modified.
- 3.6 Restoration Of Damaged Property: Contractor shall be responsible for repairing any and all damage which results from Contractor's operation to perform the and restoring all adjoining or affected property. The cost of this work shall be solely at the expense of Contractor.
- 3.7 Proposal Pricing Structure - the amounts requested shall be based on the following Service frequency:
 - One (1) mowing and trimming event per 7-day week for all designated areas; and
 - Edging of curbs once every fourth (4th) week during the mowing season.

4 TERMS AND CONDITIONS OF THE SERVICES

In the event that the City enters into a Contract(s) for the Services as a result of this RFP, the following terms and conditions shall apply:

- 4.1 Contract: Upon award of any contract resulting from this RFP, the City intends to execute a contract, as incorporated in this RFP, between the City and the Contractor selected as a result of this RFP that sets forth the terms, conditions, and specifications of the Services. All Services performed hereunder by the Contractor shall be in accordance with the Contract Documents (the "Contract Documents") to be defined upon award of the Services.
- 4.2 Pre-Services meeting: Prior to commencement of the Services, representatives of the City and the Contractor – including its supervisory employee to be assigned as responsible for all aspects of the Services – shall hold a meeting. The plan of operations and the schedule for each Site shall be reviewed and agreed upon.
- 4.3 Designated Representatives and Authority: The City shall designate a project manager (City's Project Manager) as its designated representative for the Contract, with authority and responsibility for

ordering such Services as shall have been authorized by the Contract, coordinating the specific scope of the Services, and for providing directions to the Contractor.

- 4.4 Change in Services: Should a change become necessary in the Services, a written order signed by the City's Project Manager, along with a representative of Purchasing Services, (the "Change Order") shall be issued to document the requested change in the scope of the Services. Contractor's acceptance of a Change Order shall be by its written acceptance, oral representation, and/or by performance of the requested Services. In the event that such Change Orders constitute a substantial change in the scope of the Services and/or a change in the Contract Amount, they shall be documented in an Amendment to the Contract as provided in Section 4.15.
- 4.5 Independent Contractor: Nothing in any Contract to result from this RFP shall be considered to create the relationship of employer and employee between the parties. Contractor, on behalf of itself, its employees, personnel, agents and subcontractors, agrees and acknowledges:
- Its relationship to the City (including for purposes of this Section the City's officers and employees) is that of an independent contractor. Contractor is in no way an employee or agent of the City and has no authority to assume or create any obligations on behalf of the City.
 - It shall be responsible for its own costs and expenses incurred in operating its business.
 - Except as otherwise provided herein, the City shall not exercise control over the details of the service activities and operations of the Contractor, its employees, personnel, agents or subcontractors (except as otherwise provided herein) and the Contractor shall have the right to hire its own employees and subcontractors to assist it in performing the scope of services provided for in the Contract.
 - That the City shall not be obligated to make any payments or take any other action pursuant to any Federal, state or local law dealing with the obligations of an employer to its employee with respect to the Contractor, its employees, personnel, agents or subcontractors. Contractor shall comply with all applicable laws imposed upon an employer dealing with income and social security tax payments and with unemployment and workers' compensation insurance, as well as other employee-related withholding, payment, and reporting requirements.
 - That it is the parties' express understanding that any and all employees, agents, officers and/or subcontractors of the Contractor are not, and shall not be construed as employees, agents, officers and/or subcontractors of the City and that neither party has any authority to enter into any agreement of any kind on behalf of the other party.
- 4.6 Subcontractors: The City will *not* allow the use of any subcontractors for these Services.
- 4.7 Contract Amount, Payments and Completion: The City will pay the Contractor amounts for Services, as described in Contractor's Proposal, to result from this RFP.
- 4.7.1 Mowing: The Contractor shall invoice the City monthly during each season. The City will pay all invoices Net 30 Days upon approval by the City's Project Manager.
- 4.7.2 The City shall have the right to inspect the completed Services at any time, and may delay payment until issues related to Contractor's performance of the inspected work shall have been resolved.

- 4.7.3 No payments otherwise due shall be paid to the Contractor while any claims are pending against the Contractor for damages occurring to person or property arising out of the Contractor's activities associated with the Services. Notwithstanding any of the foregoing, the City shall not:
- Unreasonably withhold any payment due hereunder to Contractor; and
 - Delay payments due hereunder to Contractor for reasons related to damages which Contractor is obligated to repair when the City's Project Manager has authorized a delay in the repair.

Acceptance of final payment by Contractor for a particular Service season shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled.

- 4.8 In the event that changes in the scope of the Services shall result in a change in the Contract Amount, the City and the Contractor agree that increases or decreases in the quantity shall result in a proportional increase or decrease in the Contract Amount at the unit rates submitted by Contractor. All changes in the Contract Amount for any portion of the term of the Contract, including without limitation any automatic extensions of its term, shall be mutually agreed upon by the City and the Contractor, and shall be documented in an Amendment to the Contract.

- 4.9 Protection of Persons and Property: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions, rules, and programs, including all those required by law, in connection with performance of the Contract. Contractor shall promptly remedy damage and loss to property, whether that of the City or other public entity and/or to adjoining or adjacent private property, and/or injury to persons, caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable. Damage to real property and appurtenances caused by the Contractor's performance of the Services shall be immediately repaired, unless delays in the repairs are authorized by the City's Project Manager to allow for more favorable weather and/or ground conditions. Whenever the City or the Contractor are notified of damage to private or public property, the notified party shall notify the other party hereto within 2 working days of receipt of the notice of damage. Notice to the other party shall be by facsimile or by telephone with facsimile confirmation. Within 1 working day of notice to the other party, both parties shall confer and agree upon an acceptable remedy of the damage, including the actions to be taken by Contractor and the schedule of its performance in undertaking the agreed-upon remedies.

- 4.10 Term and Termination: The Contract shall run for one (1) year from its date of execution. The Contract shall be renewed for up to four (4) additional terms unless otherwise terminated by the Contractor and/or the City.

The City, at its sole option, may upon 30 days prior written notice to the other party, terminate the Contract in the event that:

- Contractor fails to perform the Services in accordance with the Contract; and/or
- The Contractor files for bankruptcy and/or otherwise ceases business.

In addition, the City may terminate the Contract prior to any additional season should the City Commission, at its sole option, not allocate adequate funds for the Services.

Except as otherwise herein provided, the City and/or the Contractor may terminate the Contract at any time; provided, however, that the party desiring to terminate the Contract must give 10 days written notice to the other party. In the event of termination, Contractor shall be paid up to the effective date of termination for all services performed and which is otherwise due. The Contractor and City, in the event of termination, shall continue to be obligated to cooperate whenever a claim is filed against either of them with respect to the Services.

- 4.11 Insurance: Contractor shall maintain in effect throughout the Work insurance as required in the City's "Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities" (attached to RFP), with the City named as an Additional Named Insured.

- 4.12 Indemnity: Contractor agrees to indemnify, defend (with counsel of the City's choosing) and hold harmless the City and its officers, employees, agents, principals, successors and assigns from and against any and all claims, demands, suits, actions, liabilities, damages, consequential damages, debts, losses, fines, penalties, costs and expenses (including attorney's fees) ("Indemnified Losses") now existing or hereafter arising out of or in any way relating to the actions or omissions of the Contractor, including Contractor's agents, representatives and sub-contractors, in connection with this Agreement. Contractor's obligation of indemnity shall not be limited or extinguished by the availability of insurance coverage for the Indemnified Losses, it being the intention of the parties that: (1) Contractor will indemnify the City to the broadest extent possible; and (2) the City need not seek coverage for Indemnified Losses under any insurance policy or self-insurance that the City maintains. Further, nothing in this Section shall be construed to limit or extinguish Contractor's obligation to maintain insurance as provided in this Agreement. If the City receives payment from Contractor's insurance for Indemnified Losses, Contractor shall nevertheless remain liable for the Indemnified Losses in the event the payment received by the City is less than the amount of such Indemnified Losses. Contractor's obligations pursuant to this Section shall survive any expiration or termination of this Agreement.
- 4.13 Cost Included: The Contract Amount shall include all sales, consumer, use, and similar taxes in respect of the Services and the materials that will become a part of it. The Contract Amount set forth above shall also include all other costs whatsoever associated with the Services, such as permits, provided, however, that the City waives all fees for permits as shall usually be required by the City for such services.
- 4.14 Assignment: Contractor shall not assign or transfer an interest in the Contract without the prior written consent of the City.
- 4.15 Amendments: No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing and signed as provided herein. Such Change Orders are the exclusive methods for effecting any change to the Contract Amount or Schedule of Work. Contractor understands and agrees that the Contract Amount and/or Schedule of Work cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order.
- 4.16 Waiver: The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of the Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 4.17 Severability: It is the intent of the parties to the Contract that the Contract be enforceable to the fullest extent permitted by law. If, however, any provision or portion thereof of the Contract is held to be invalid or unenforceable by a competent authority having the appropriate jurisdiction, the balance of the Contract and/or the surviving portion(s) of any provisions hereof will remain binding and enforceable in accordance with its terms and conditions and any provision held invalid or unenforceable will immediately be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of the Contract.
- 4.18 Mutually Drafted: The parties to the Contract expressly agree that the Contract was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, the Contract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.
- 4.19 Governing Law and Remedies: The Contract is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Michigan. The parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce the Contract shall be in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other

remedies to which that party is entitled at law or in equity, be entitled to recover its actual costs to bring, maintain or defend any such action, including without limitation, actual reasonable expert witness fees, discovery costs, attorneys fees and other legal expenses, from its first accrual or notice thereof through any appellate and collection proceedings.

5 SELECTION CRITERIA

A selection committee comprised of at least two City team members will evaluate all proposals submitted in order to prepare a recommendation to the Kentwood City Commission. Interviews may be requested, at the committee's sole discretion, to assist in the evaluation of proposals. The City reserves the right to award as deemed to be in the City's best interest. The City will neither accept nor consider proposals from Respondents that do not demonstrate previous satisfactory experience in relevant work of a similar scope and nature.

5.1 The committee may have the sole right to determine a Respondent's conformance using the following 100-point scale:

- Qualifications and previous experience – 35 Points
- Adequate equipment and staffing capacity – 35 Points
- The proposed fees for the Services – 15 Points
- Responses provided to the City by the references included in the submittal and by other references as may be known and available to the City – 15 Points
- If an oral interview occurs between the City and Respondent, the overall scale for that Respondent will be increased by 10 points (to 110 possible points), and those 10 extra points will be assigned based on the City's interpretation of that interview. All scores will be normalized to 100 for comparison purposes.

6 TERMS AND CONDITIONS OF THIS RFP

All Respondents interested in submitting a proposal shall register with the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn>.

6.1 Proposals can be electronically uploaded to the City of Kentwood MITN ([bidnetdirect.com/mitn/cityofkentwood](https://www.bidnetdirect.com/mitn/cityofkentwood)) website by the deadline specified for this RFP. Submissions received after that date and time may not be opened or considered. This is a sealed solicitation.

- For assistance on how to upload submittal documents, contact MITN directly at (800) 835-4603. The MITN system will not allow for late submittals and a submittal must be completed before the due date and time. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.

OR

by sealed physical hard copy, which must be in a sealed envelope clearly marked on the outside, "Proposals for Landscape Services of Pinehill Cemetery – *include company name*". and delivered to

Attn: Cori Derengowski

City Hall

4900 Breton Ave SE

Kentwood, MI 49508

by the deadline specified in this RFP. Respondents are responsible for ensuring delivery by the deadline.

- *Emailed submissions will **not** be accepted unless prior arrangements have been made well in advance of the proposal opening time.*

6.2 Proposals must include the following:

- Proposal Form: City-provided form to be completed and executed by an authorized officer or agent of the responding company.

- References: Respondents must provide evidence of their experience for the Service to be performed and must provide at least three (3) previous customers that can provide references as to the Respondent's capabilities. Reference information must include Company Name, Date of Services provided, Contact Name, Email, and Phone.
- Equipment Inventory: See Section 3.4.1
- Staffing Inventory: See Section 3.4.2
- Exceptions, Omissions, Substitutions and Recommendations:

If the Respondent is not submitting proposal exactly to the Specifications, terms, and conditions of this RFP, the Respondent shall supply, on a separate page labeled, "Exceptions, Omissions, Substitutions and/or Recommendations", information about any item (product or services) in the Specifications as described herein which the Respondent has identified as non-compliant:

- Proposed product or component that is not exactly as listed in the Specifications, or that is proposed to be substituted for the items listed in the Specifications of this RFP
- Product or item included in the Specifications that is not included in Respondents proposed price
- Proposed exceptions to the Specifications, terms, and conditions contained in this RFP
- Alternates to specified products or services as proposed by the Respondent

Failure to outline all deviations may be grounds for rejection of Respondents proposal.

Respondents are encouraged to submit only those materials that contribute directly to the demonstration of relevant qualifications. No consideration will be given to submittal size, photographs, marketing materials, nor narrative not specifically solicited. This does not relieve a Respondent from the responsibility to provide a legible and coherent submittal.

- 6.3 No exceptions to submitted rates will be allowed for errors or potential problems not identified in the Consultant's proposal.
- 6.4 The City reserves the right to accept or reject any proposal, or to reject all proposals, to waive any formalities, to elect not to enter into any contract as a result of this RFP, and/or to award the contract in any manner deemed to be in the best interests of the City.
- 6.5 Respondents are hereby notified that their proposal, once opened, becomes a public document that is the property of the City of Kentwood, and, as such, may be subject to public disclosure under the Freedom of Information Act (FOIA).
- 6.6 Rates submitted by Respondents must remain open to acceptance by the City without change for not less than 90 calendar days from the due date of proposals.
- 6.7 Submission of a proposal will be construed as a conclusive presumption that the Respondent is thoroughly familiar with the qualification requirements and specifications and that they understand and agree to abide by each and all of the stipulations and requirements contained therein.
- 6.8 The City reserves the right, at its sole option, to request of any submitter financial information which will allow the City to determine if that submitter has sufficient financial strength to complete the Services. The City may be able to conduct such review in a manner which will not subject submitter's financial information to disclosure under FOIA.
- 6.9 Electronic proposals can be withdrawn from the MITN website before the due date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 6.10 A procedure for addressing questions, which Respondents may wish to ask of the City has been established as follows:

- Questions shall be asked within the solicitation platform at <https://www.bidnetdirect.com/mitn/cityofkentwood> **OR** via email to Cori Derengowski at derengowskic@kentwood.us (Subject shall read: RFP 25.029.441 Question). Failure to follow the procedure may result in non-responsive disqualification of a proposal. Please do not call; all questions shall be documented in writing.
- The City will respond to all questions and may issue an addendum for each or combined questions from Respondents. **It is the Respondent's responsibility to confirm any addenda.**

- 6.11 Prior to award, Consultant shall provide the City with evidence of insurance coverage and name the City as an Additional Named Insured.
- 6.12 The City does not discriminate on the basis of handicap, ethnic origin, or any other basis in its purchases.
- 6.13 For further information about this RFP or the City procurement process, please contact Cori Derengowski, Buyer via Email at derengowskic@kentwood.us

ANY PROPOSAL THAT DOES NOT CONTAIN THE AFOREMENTIONED MATERIALS AND/OR THAT IS NOT PROPERLY COMPLETED, MAY, AT THE SOLE DISCRETION OF THE CITY OF KENTWOOD, BE DECLARED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

SEE ATTACHMENTS
Exhibit A
Proposal Form