

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Biloxi, Mississippi, will receive sealed proposals at City Hall, Second floor, Mayor's Office, until 10:00 a.m. on the 24th day of October, 2018, for the following:

PROPERTY MAINTENANCE SERVICES CITY OF BILOXI, MISSISSIPPI

Specifications are available on-line at www.biloxiplans.com and in the Purchasing Office, City Hall, 140 Lameuse Street, Biloxi, Mississippi (228-435-6252).

Proposals will be rated on the following system to determine best bid received: Proposed Costs (80%); and Other Factors (20%).

The City of Biloxi reserves the right to reject any and all proposals and to waive any informality in the proposal subjected. The city of Biloxi is an equal opportunity employer.

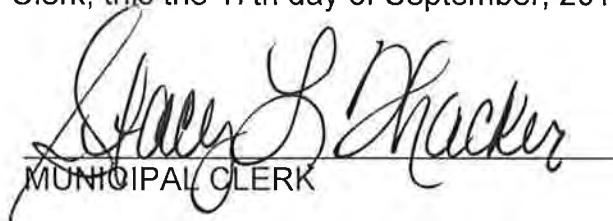
PROPOSALS SHALL BE DELIVERED TO THE MAYOR'S OFFICE, SECOND FLOOR, CITY HALL BUILDING, 140 LAMEUSE STREET, BILOXI, MISSISSIPPI, 39530 OR ELECTRONICALLY SUBMITTED AT WWW.BILOXIPLANS.COM.

Proposals meet all criteria established in the Requirements and Specifications (available at www.biloxiplans.com). All proposals shall be plainly marked "PROPERTY MAINTENANCE SERVICES" on the sealed envelope, which should also list all applicable state and local license numbers. All proposals should be delivered to the Mayor's Office, second floor City Hall, 140 Lameuse Street, Biloxi, Mississippi 39530.

Proposals must be received before 10:00 a.m. October 24, 2018. The selection committee will review each proposal and select a qualified firm to begin negotiation of a contract. Performance is intended to begin November 15, 2018.

Published by the order of the Municipal Clerk, this the 17th day of September, 2018.

SEAL


MUNICIPAL CLERK

SEND PROOF OF PUBLICATION:
Publish Twice: September 20 & 27, 2018.

**REQUIREMENTS
PROPERTY MAINTENANCE SERVICES
CITY OF BILOXI**

RESPONSE DUE DATE: 10:00 AM (CST), October 24, 2018

CONTACTS: Keith Stuart, Purchasing Agent
City of Biloxi
140 Lameuse Street
Biloxi, Mississippi 39530
E-mail: kstuart@biloxi.ms.us

SCOPE OF REQUEST: The City of Biloxi, Mississippi (referred to herein as the "City") is seeking proposals for property maintenance services for City-owned property. Such services are to include once monthly service to each property identified below. Each service visit shall include litter control prior to mowing, environmentally safe herbicide application as necessary, mowing, edging, string trimming, and blowing of curb/gutter and sidewalk (if applicable). Each service visit shall ensure there are no clumps of grass left behind in curb/gutter or sidewalk.

LOCATIONS: Property Maintenance Services are to be provided at the following tax parcels (further identified in tax maps attached as Exhibit A):

1009A-02-001.062	SE Corner of Pin Oak Dr. & Riviere Vue Dr.
1009A-02-011.000	Riviere Vue Dr.
1108D-01-011.001	12687 Lorraine Rd.
1109H-01-091.000	Biglade Drive
1109I-01-016.000	2264 Baywood Drive
1109I-01-020.000	2269 Sabrina Drive
1110B-02-059.000	Bay Vista Drive
1110F-03-045.000	364 Lakeview Blvd
1110F-03-051.000	336 Fairview Drive
1110F-03-070.000	341 Fairview Drive
1110H-01-026.000	Stelly Drive
1110H-02-002.000	Popps Ferry Road
1209C-01-025.001	Popps Ferry Road
1209K-01-015.000	Royal Drive
1209K-01-015.005	Royal Drive
1210A-02-085.000	1713 Thomas Jefferson Drive
1210A-02-086.000	1711 Thomas Jefferson Drive

1210A-02-090.031	James Buchanan Drive
1210D-02-049.000	Alice Drive (behind 363 Tanglewood Dr)
1310D-01-013.000	1609 Sunset Blvd
1310H-02-034.000	290 Querens Ave
1310I-01-033.000	Porter Avenue
1410B-03-016.000	Corner of Keller Ave & Suarez St.
1410B-03-023.000	Corner of Lee Street and Suarez St.
1410B-03-052.000	Intersection of Lee Street, Bayview Ave. & Back Bay Blvd.
1410B-03-061.000	Heidenheim Ave
1410B-04-015.00	N Country Club Lane (south of 411 Heidenheim)
1410E-01-010.000	875 Elk Street
1410E-01-010.001	Callaivet Street
1410E-01-010.003	Callaivet Street
1410E-01-065.000	Callaivet Street
1410E-02-019.008	Callaivet Street
1410E-02-019.009	Callaivet Street
1410E-02-019.010	Callaivet Street
1410E-02-019.011	Callaivet Street
1410E-02-019.012	Callaivet Street
1410E-02-019.013	Callaivet Street
1410E-02-019.014	Callaivet Street
1410E-02-019.015	Callaivet Street
1410E-02-019.016	Callaivet Street
1410E-02-019.017	Callaivet Street
1410E-02-019.018	Callaivet Street
1410E-02-019.019	Callaivet Street
1410E-02-019.020	Callaivet Street
1410E-02-019.021	Callaivet Street
1410E-02-019.022	Callaivet Street
1410E-02-019.023	Callaivet Street
1410E-02-019.024	Callaivet Street
1410E-02-019.025	Callaivet Street
1410E-04-013.000	Division Street
1410E-05-004.000	Iroquois Street
1410F-01-038.000	1006 Division Street
1410F-01-079.000	Elmer St.
1410F-02-007.000	228 Nixon St
1410F-03-034.000	Midway Street
1410F-03-093.000	Delauney Street
1410F-04-002.000	Bradford Street

1410F-05-039.000	320 Croesus Street
1410F-06-033.000	246 Magnolia Street
1410G-01-017.000	Division Street
1410G-03-018.000	Holley Street
1410G-03-095.000	243 Keller
1410G-05-036.001	
1410G-06-081.000	227 Spanner Lane
1410H-04-009.000	Back Bay Blvd.
1410H-04-038.000	Collier Street
1410H-05-043.000	439 Sam Street
1410H-07-001.000	Crawford Street
1410H-07-029.000	Kuhn Street
1410H-07-030.000	Short Street & Kuhn Avenue
1410I-01-047.000	Howard Ave & Maple Street
1510L-01-070.000	159 Cedar Street

All locations are subject to change, based on the needs of the City.

SUBMISSION OF RESPONSES:

An original and two (2) complete copies of a proposal must be received by the City on or before the time and date outlined above, in a sealed envelope marked "Proposal: Property Maintenance Services," addressed to:

MAYOR'S OFFICE
SECOND FLOOR, CITY HALL BUILDING
140 LAMEUSE STREET
BILOXI, MISSISSIPPI, 39530

OR ELECTRONICALLY SUBMITTED AT:

WWW.BILOXIPLANS.COM

REQUIREMENTS:

The proposal must, at a minimum, containing the following:

- a. A signed and dated Submission Form ;
- b. A signed Quote Form.

Respondents shall be required to provide verification of the following insurance requirements:

- Commercial general liability insurance coverage (including subcontractors) with limits not less than \$500,000 each occurrence; \$1,000,000 aggregate (aggregate applies to all work under this contract);
- automobile liability - \$500,000 combined single limit-each accident;

- Workers' Compensation and Employers' Liability in accordance with the laws of the State of Mississippi, if required, covering all Contractor's employees, subcontractors, or their employees who may be engaged directly or indirectly in any work hereunder
- Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company.
- The City of Biloxi shall be named as an additional insured on the Certificate of Insurance providing the required coverage.

The successful respondent shall indemnify and hold the City harmless from and against any loss, damage and liabilities occasioned by, growing out of, provision of the services described herein.

Respondents shall be responsible for all required permits, licenses, and taxes, regarding business operations, applicable for the City of Biloxi and the State of Mississippi.

AGREEMENT:

The successful Respondents will enter into an Agreement with the City in substantially the form attached hereto as Exhibit B. All terms and conditions of which must be mutually acceptable to all parties and will be subject to approval by the Biloxi City Council, in its sole and absolute discretion. The Agreement must be fully executed and approved by all parties within 60 days after the Response Due Date, unless extended in writing by the Mayor and the successful respondent.

AWARD CRITERIA:

The City intends to select a proposal and enter into an Agreement based upon the following criteria that will be evaluated, weighted and measured in the City's sole and absolute discretion:

- a. Proposed Costs (80%); and
- b. Any other factors or criteria that the City deems appropriate for evaluation in the circumstances (20%).

Following the evaluation, using the above criteria, the committee will rank the Respondents and recommend a Respondent for approval by the Mayor and City Council.

The City may choose not to enter into an agreement for all of the parcels listed above, or may choose to enter into an agreement with more than one respondent.

The City of Biloxi reserves the right to reject any and all proposals and to waive any informality in the proposal

subjected. The City of Biloxi is an equal opportunity employer.

QUESTIONS: Questions should be submitted via email to kstuart@biloxi.ms.us. The subject line should reference Property Maintenance Services.

COST OF PREPARING RESPONSE: The cost of developing and submitting the response is entirely the responsibility of the persons and firms submitting a response to this request for proposals. This includes, but is not limited to, costs to response, submitting the response, negotiating for the Agreement and other costs associated with this request for proposals.

NO ORAL OR IMPLIED CONTRACTS: There shall be no oral or implied contracts relating to this request for proposals.

ACCEPTANCE OR REJECTION: The City reserves the right to:

- a. select, accept or reject any or all proposals or part of a proposal, with or without cause;
- b. to waive any informalities or technicalities, minor errors and inconsistencies;
- c. to clarify any ambiguities in proposals;
- d. to modify any criteria in this request for proposals; and
- e. to negotiate with any bidder upon terms that do not differ substantially from those set forth herein.

OPEN RECORDS LAW: All responses become the property of the City. All information contained in the responses shall become open for public review.

SIGNATURE OF RESPONSES: Each response shall give the complete mailing address of the Respondent and be signed by an authorized representative.

NOTICE OF AWARD: The award will be announced on or before 45 days after the Response Due Date. No response may be withdrawn until such award or rejection of all responses. Only the City is authorized to issue news releases relating to this request for proposals, selection of the successful vendor, and/or implementation of the resulting agreement.

PERFORMANCE: Performance is intended to begin November 15, 2018.

PROHIBITION OF GRATUITIES: Neither the successful vendor nor any person, firm or corporation employed by the successful vendor shall offer or give any gift, money or anything of value or any promise of future award or compensation to any of the City's officials, officers, directors, or employees at any time.

**THIRD PARTY
BENEFICIARIES:**

This request for proposals and resulting agreement shall not be construed as providing an enforceable obligation to any third party.

**NON-
DISCRIMINATION**

All persons having a contract with the City of Biloxi must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin, or handicap.

NO LIABILITY:

The City shall not have any liability and no obligation to any person nor shall it be compelled to enter into any agreement or any other arrangement as a result of issuing this request for proposals.

Property Maintenance Services

Submission Form

Please provide prices on the following items:

Vendor's Contact Information

Name: _____
Address: _____
Phone: _____
Email: _____

Signature

Title

RIGHT OF WAY MAINTENANCE QUOTE

Bid shall include all labor, equipment and materials necessary to complete the job.

The City of Biloxi requests quotes on the following scope of work:

Monthly service shall be provided to each of the properties identified. Each service visit shall include litter control prior to mowing, environmentally safe herbicide application, mowing, edging, string trimming, and blowing of curb/gutter and sidewalk (if applicable). Each service visit shall ensure there are no clumps of grass left behind in curb/gutter or sidewalk. This work shall be performed on the following rights of way:

1	1009A-02-001.062	12 Services at	\$ _____	each	\$ _____	total
2	1009A-02-011.000	12 Services at	\$ _____	each	\$ _____	total
3	1108D-01-011.001	12 Services at	\$ _____	each	\$ _____	total
4	1109H-01-091.000	12 Services at	\$ _____	each	\$ _____	total
5	1109I-01-016.000	12 Services at	\$ _____	each	\$ _____	total
6	1109I-01-020.000	12 Services at	\$ _____	each	\$ _____	total
7	1110B-02-059.000	12 Services at	\$ _____	each	\$ _____	total
8	1110F-03-045.000	12 Services at	\$ _____	each	\$ _____	total
9	1110F-03-051.000	12 Services at	\$ _____	each	\$ _____	total
10	1110F-03-070.000	12 Services at	\$ _____	each	\$ _____	total
11	1110H-01-026.000	12 Services at	\$ _____	each	\$ _____	total
12	1110H-02-002.000	12 Services at	\$ _____	each	\$ _____	total
13	1209C-01-025.001	12 Services at	\$ _____	each	\$ _____	total
14	1209K-01-015.000	12 Services at	\$ _____	each	\$ _____	total
15	1209K-01-015.005	12 Services at	\$ _____	each	\$ _____	total
16	1210A-02-085.000	12 Services at	\$ _____	each	\$ _____	total
17	1210A-02-086.000	12 Services at	\$ _____	each	\$ _____	total
18	1210A-02-090.031	12 Services at	\$ _____	each	\$ _____	total
19	1210D-02-049.000	12 Services at	\$ _____	each	\$ _____	total

20	1210J-03-020.002	12 Services at	\$ _____	each	\$ _____	total
21	1310D-01-013.000	12 Services at	\$ _____	each	\$ _____	total
22	1310H-02-034.000	12 Services at	\$ _____	each	\$ _____	total
23	1410B-03-016.000	12 Services at	\$ _____	each	\$ _____	total
24	1410B-03-023.000	12 Services at	\$ _____	each	\$ _____	total
25	1410B-03-052.000	12 Services at	\$ _____	each	\$ _____	total
26	1410B-03-061.000	12 Services at	\$ _____	each	\$ _____	total
27	1410B-04-015.00	12 Services at	\$ _____	each	\$ _____	total
28	1410E-01-010.000	12 Services at	\$ _____	each	\$ _____	total
29	1410E-01-010.001	12 Services at	\$ _____	each	\$ _____	total
30	1410E-01-010.003	12 Services at	\$ _____	each	\$ _____	total
31	1410E-01-065.000	12 Services at	\$ _____	each	\$ _____	total
32	1410E-02-019.008	12 Services at	\$ _____	each	\$ _____	total
33	1410E-02-019.009	12 Services at	\$ _____	each	\$ _____	total
34	1410E-02-019.010	12 Services at	\$ _____	each	\$ _____	total
35	1410E-02-019.011	12 Services at	\$ _____	each	\$ _____	total
36	1410E-02-019.012	12 Services at	\$ _____	each	\$ _____	total
37	1410E-02-019.013	12 Services at	\$ _____	each	\$ _____	total
38	1410E-02-019.014	12 Services at	\$ _____	each	\$ _____	total
39	1410E-02-019.015	12 Services at	\$ _____	each	\$ _____	total
40	1410E-02-019.016	12 Services at	\$ _____	each	\$ _____	total
41	1410E-02-019.017	12 Services at	\$ _____	each	\$ _____	total
42	1410E-02-019.018	12 Services at	\$ _____	each	\$ _____	total
43	1410E-02-019.019	12 Services at	\$ _____	each	\$ _____	total
44	1410E-02-019.020	12 Services at	\$ _____	each	\$ _____	total
45	1410E-02-019.021	12 Services at	\$ _____	each	\$ _____	total

46	1410E-02-019.022	12 Services at	\$ _____	each	\$ _____	total
47	1410E-02-019.023	12 Services at	\$ _____	each	\$ _____	total
48	1410E-02-019.024	12 Services at	\$ _____	each	\$ _____	total
49	1410E-02-019.025	12 Services at	\$ _____	each	\$ _____	total
50	1410E-04-013.000	12 Services at	\$ _____	each	\$ _____	total
51	1410E-05-004.000	12 Services at	\$ _____	each	\$ _____	total
52	1410F-01-038.000	12 Services at	\$ _____	each	\$ _____	total
53	1410F-01-079.000	12 Services at	\$ _____	each	\$ _____	total
54	1410F-02-007.000	12 Services at	\$ _____	each	\$ _____	total
55	1410F-03-034.000	12 Services at	\$ _____	each	\$ _____	total
56	1410F-03-093.000	12 Services at	\$ _____	each	\$ _____	total
57	1410F-04-002.000	12 Services at	\$ _____	each	\$ _____	total
58	1410F-05-039.000	12 Services at	\$ _____	each	\$ _____	total
59	1410F-06-033.000	12 Services at	\$ _____	each	\$ _____	total
60	1410G-01-017.000	12 Services at	\$ _____	each	\$ _____	total
61	1410G-03-018.000	12 Services at	\$ _____	each	\$ _____	total
62	1410G-03-095.000	12 Services at	\$ _____	each	\$ _____	total
63	1410G-05-036.001	12 Services at	\$ _____	each	\$ _____	total
64	1410G-06-081.000	12 Services at	\$ _____	each	\$ _____	total
65	1410H-04-009.000	12 Services at	\$ _____	each	\$ _____	total
66	1410H-04-038.000	12 Services at	\$ _____	each	\$ _____	total
67	1410H-05-043.000	12 Services at	\$ _____	each	\$ _____	total
68	1410H-07-001.000	12 Services at	\$ _____	each	\$ _____	total
69	1410H-07-029.000	12 Services at	\$ _____	each	\$ _____	total
70	1410H-07-030.000	12 Services at	\$ _____	each	\$ _____	total
71	1410I-01-047.000	12 Services at	\$ _____	each	\$ _____	total

72 1510L-01-070.000 12 Services at \$ _____ each \$ _____ total

*** A 'No Bid' is not necessary to remain on the bidder's list***

Company Name: _____

Company Representative

Address: _____

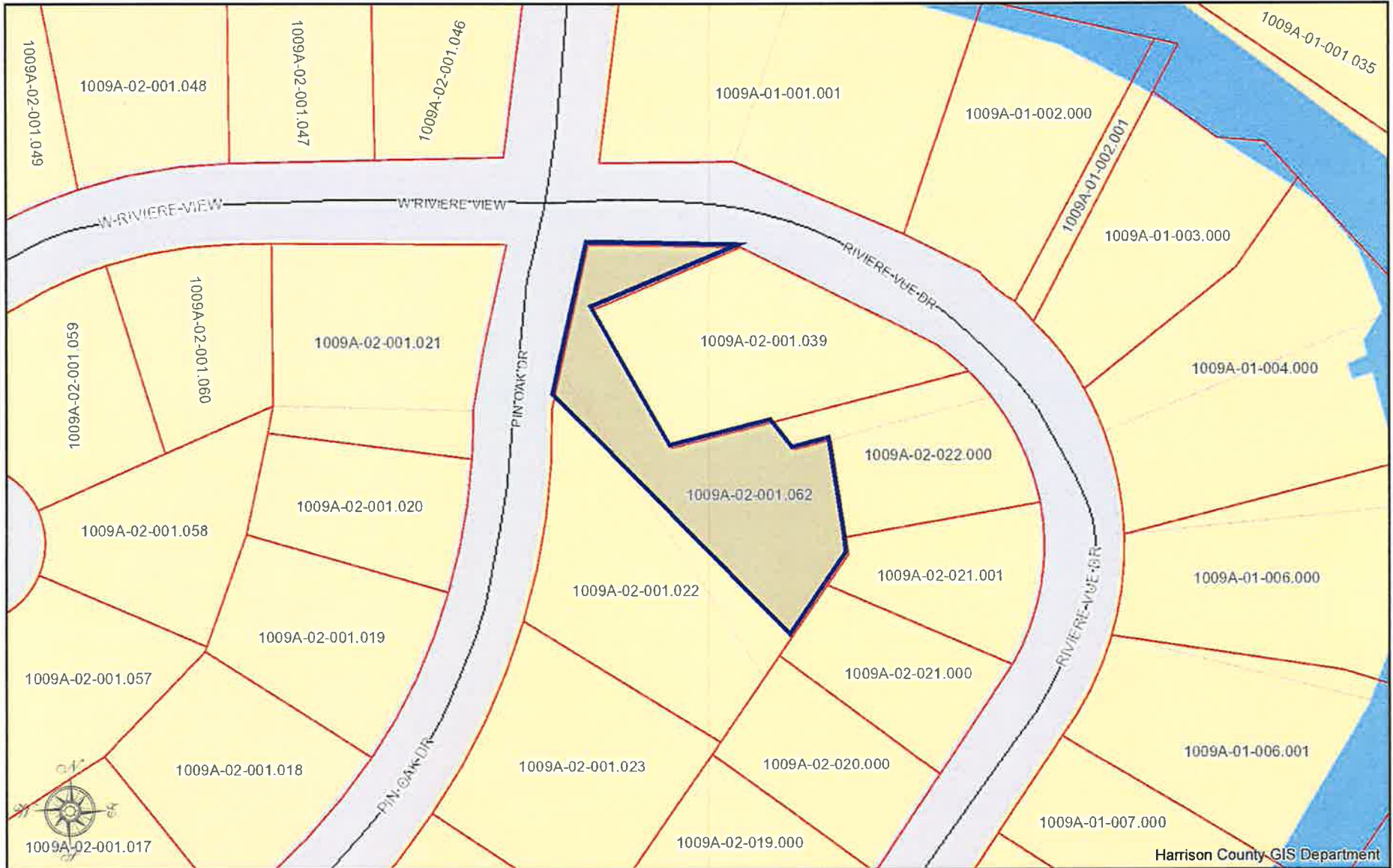
Phone: _____

Bids must be submitted in a sealed envelope and plainly marked:

"PROPERTY MAINTENANCE SERVICES"

Mail this bid to P.O. Box 429, Biloxi, MS 39533 or deliver to the City Hall, 2nd floor, Mayor's Office, 140 Lameuse Street, Biloxi, MS 39530. The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

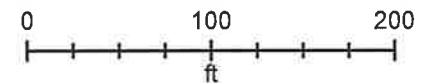
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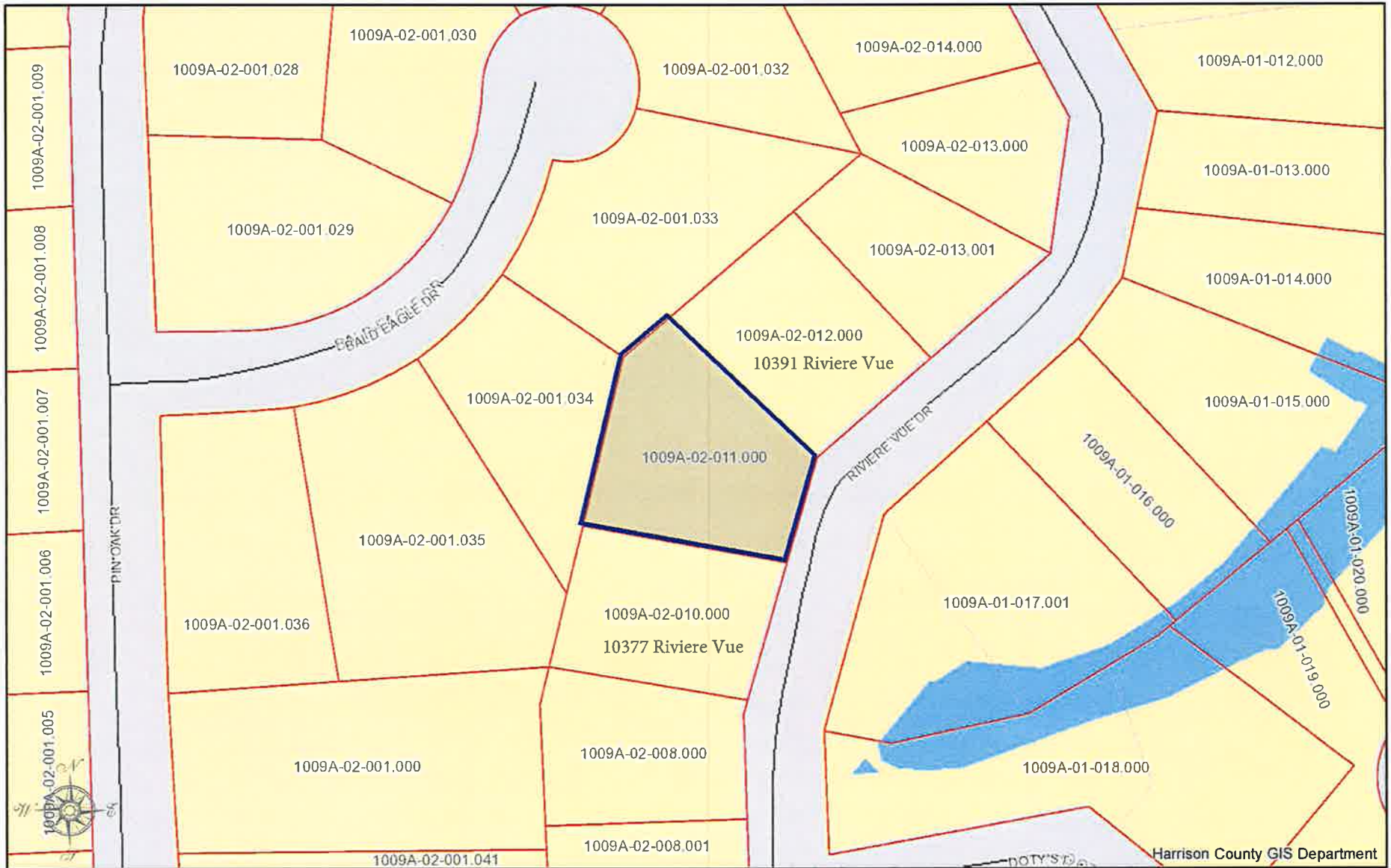
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: August 31, 2018



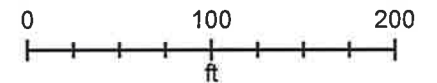
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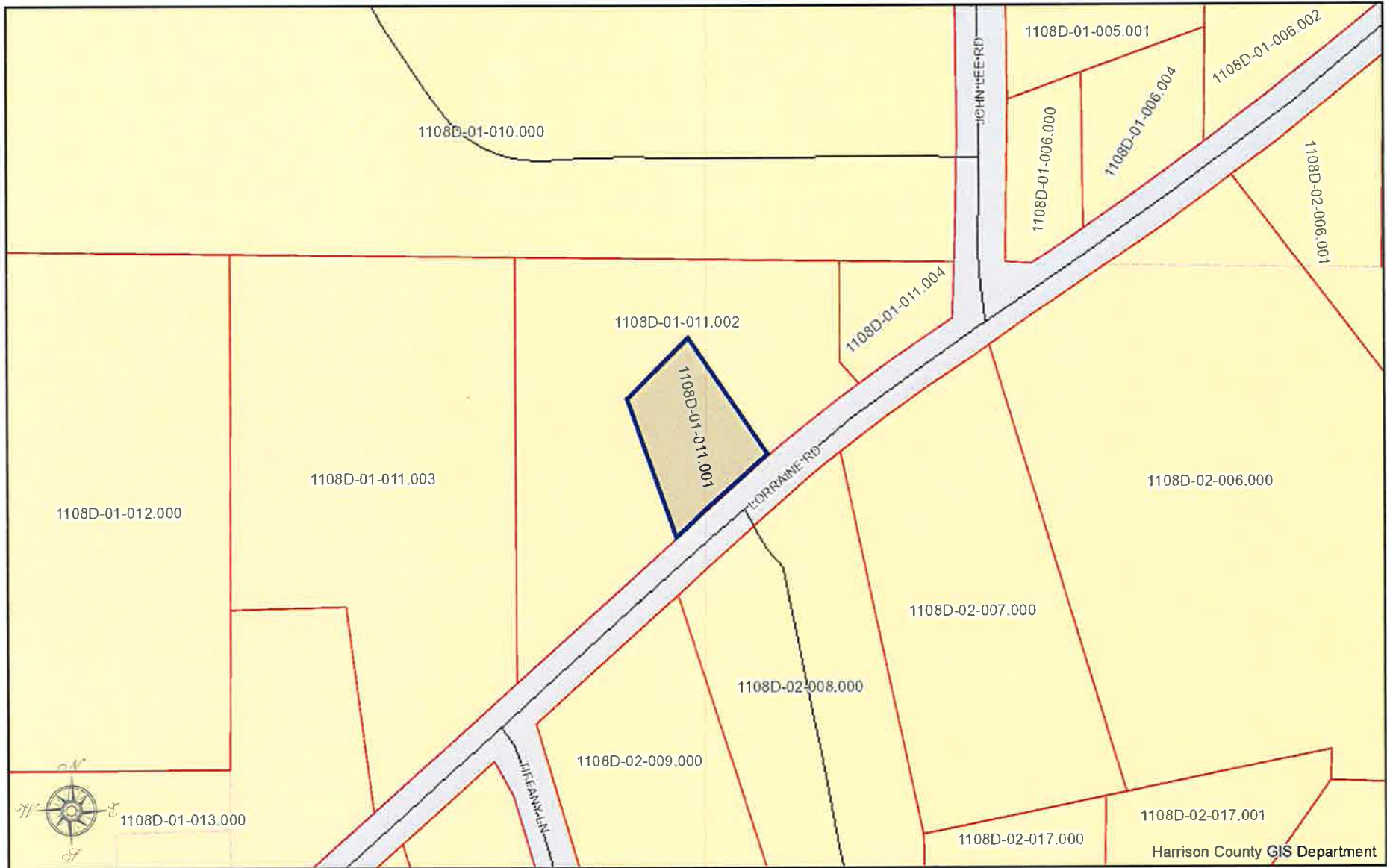
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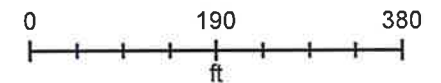
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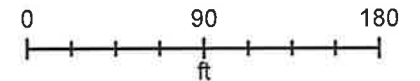
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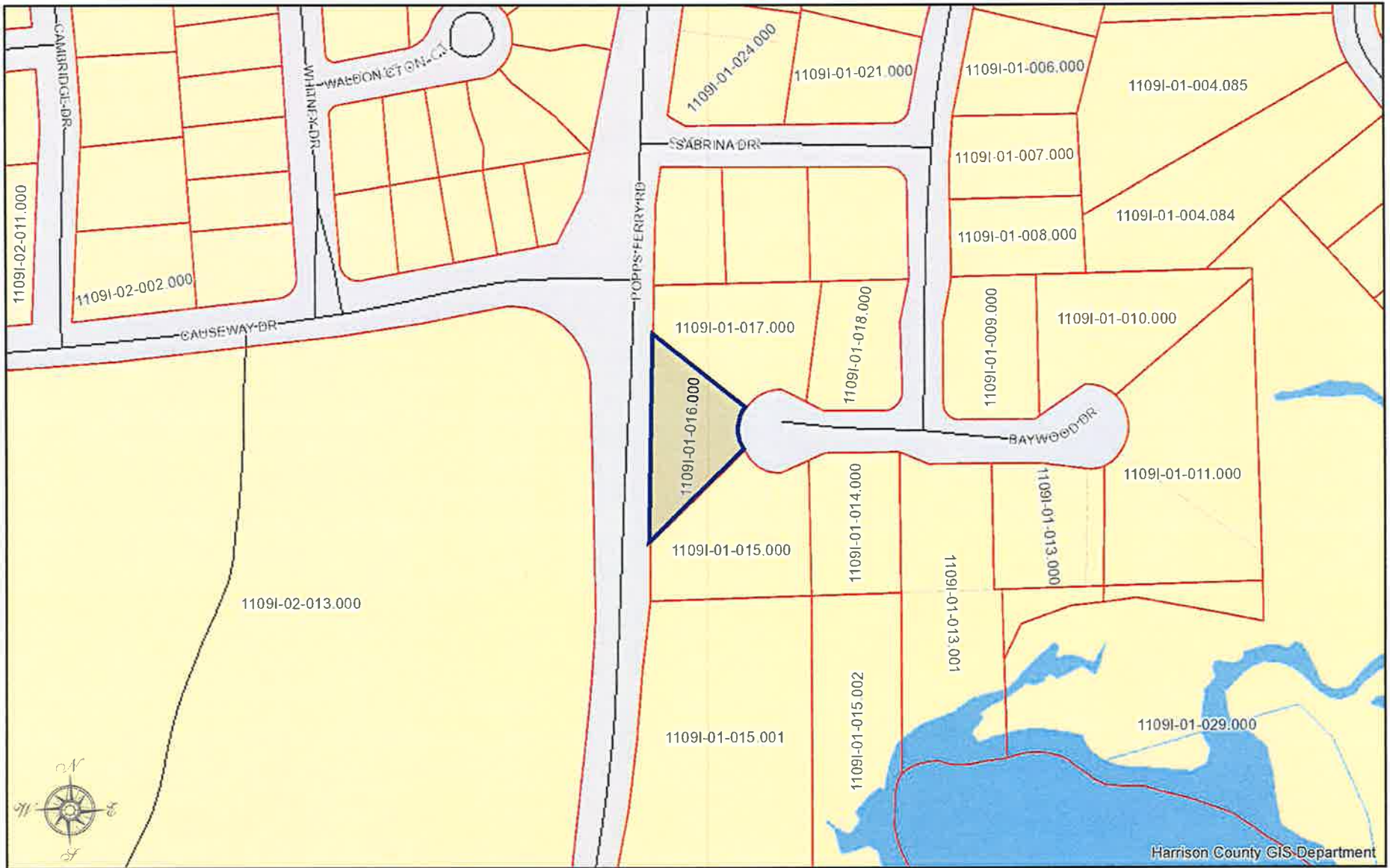
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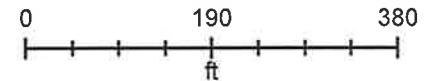
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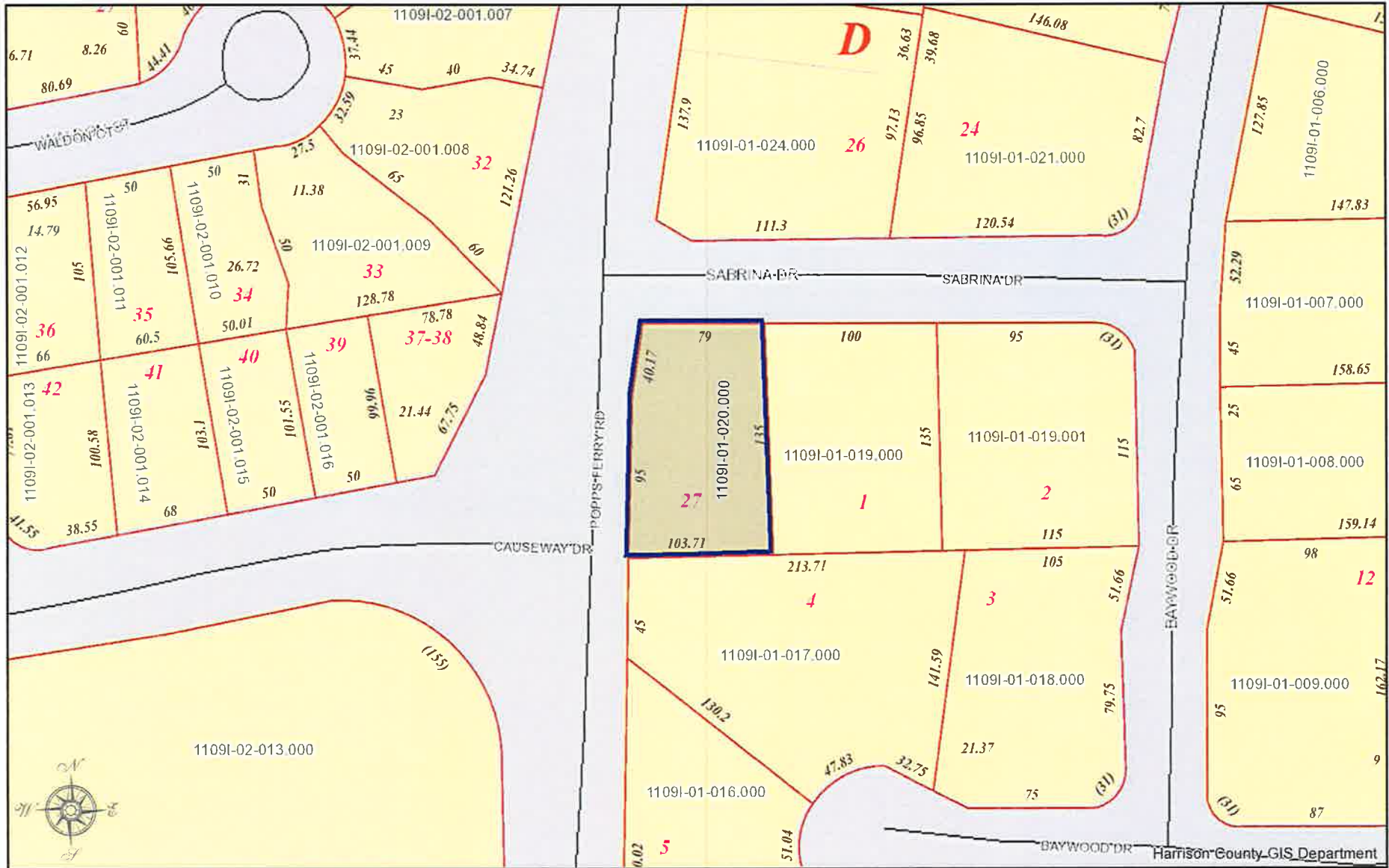
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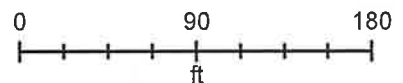
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MAP DATE: September 1, 2018



Harrison County GIS Department

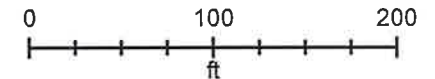
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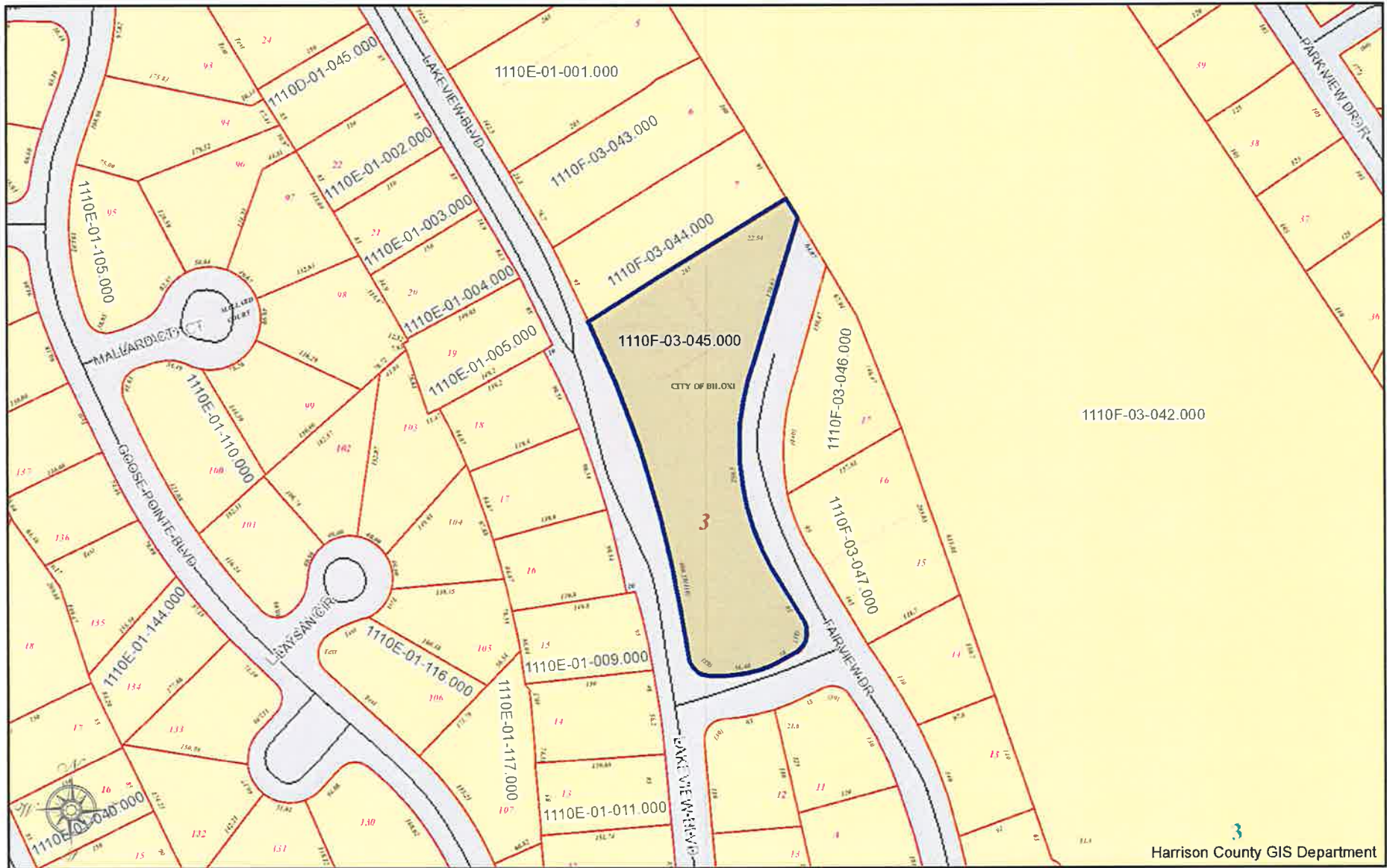
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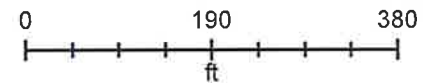
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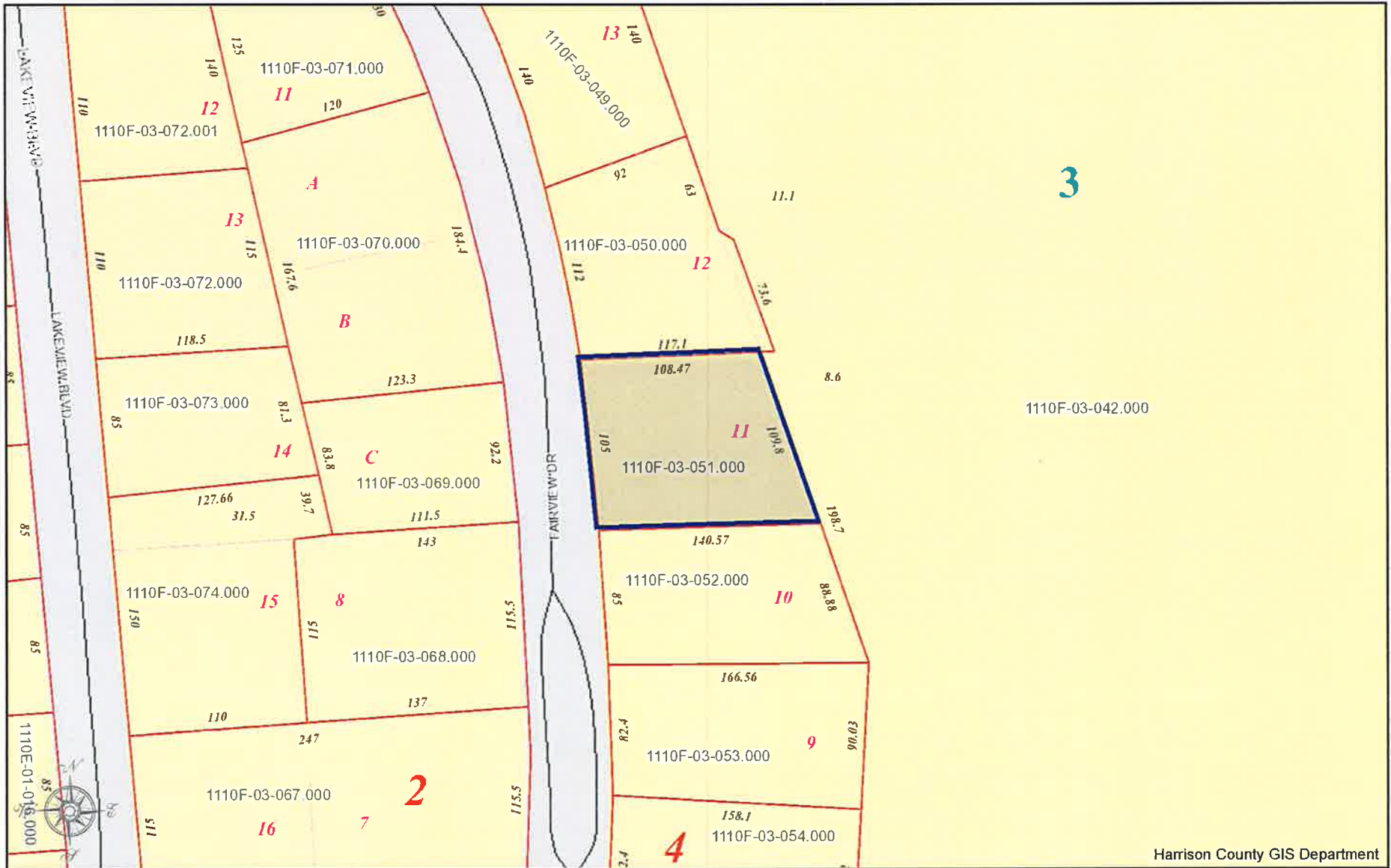
HARRISON COUNTY, MISSISSIPPI

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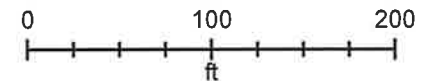
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HARRISON COUNTY, MISSISSIPPI

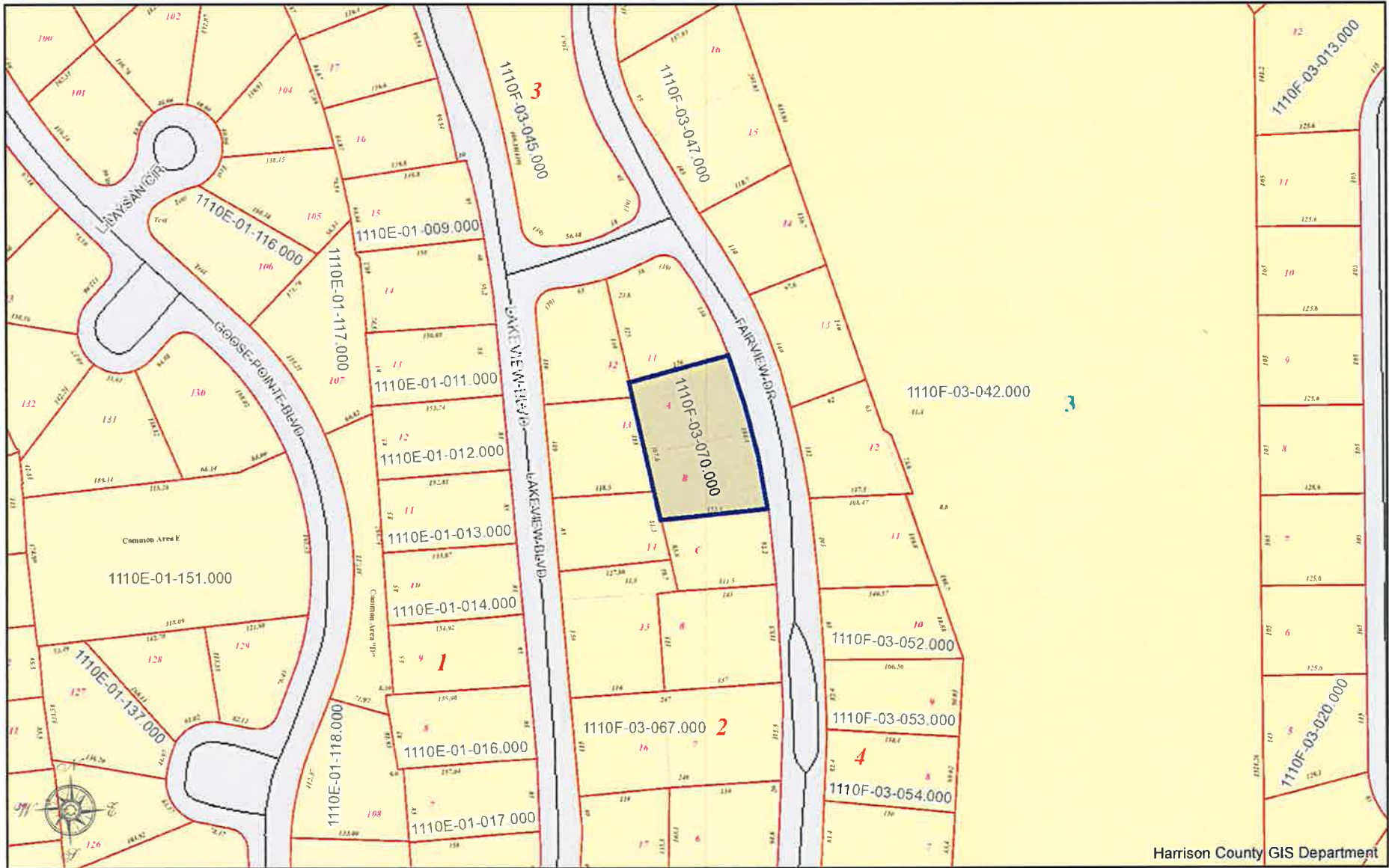
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MAP DATE: September 1, 2018



Harrison County GIS Department

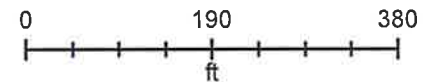
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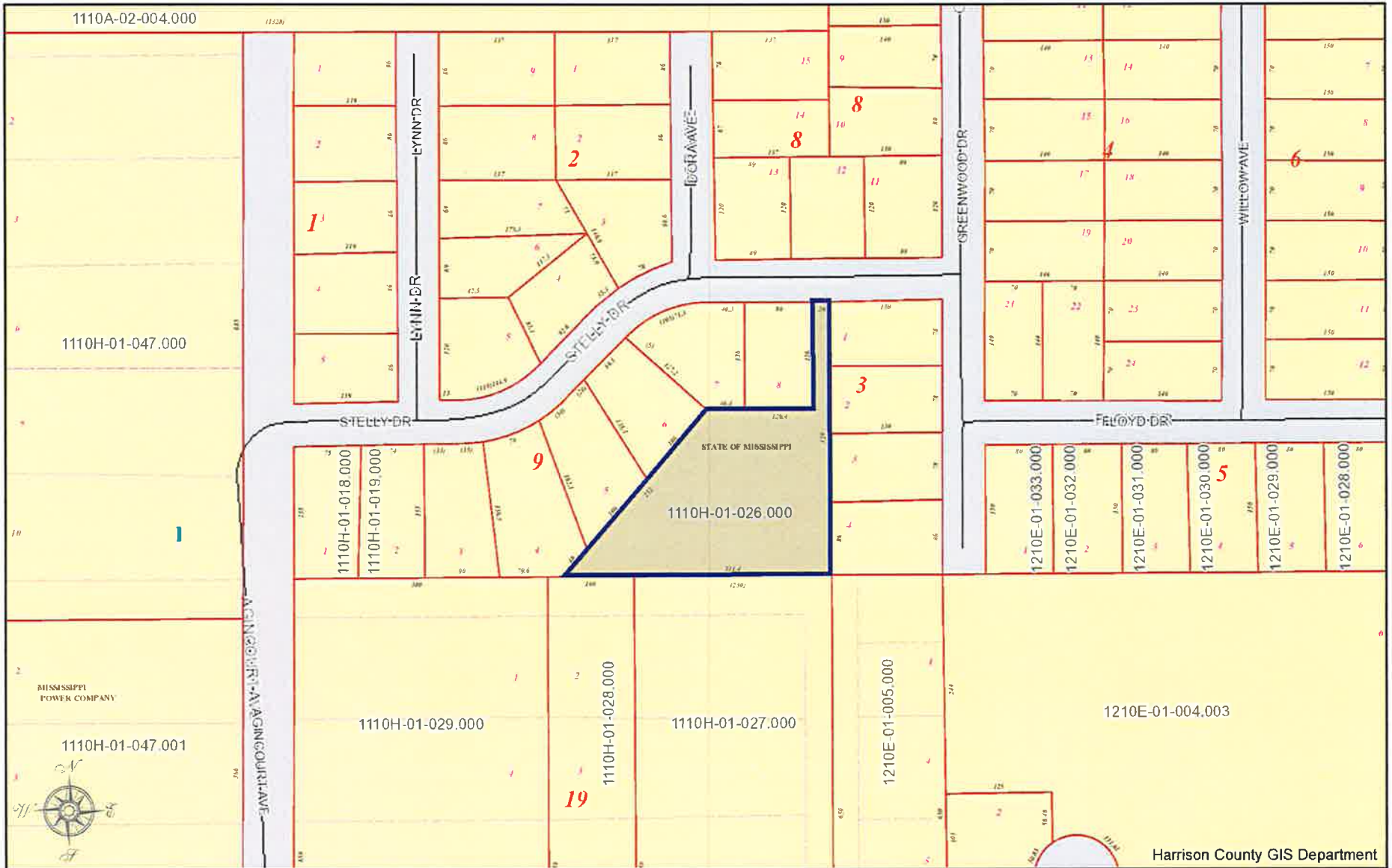
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



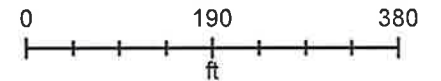
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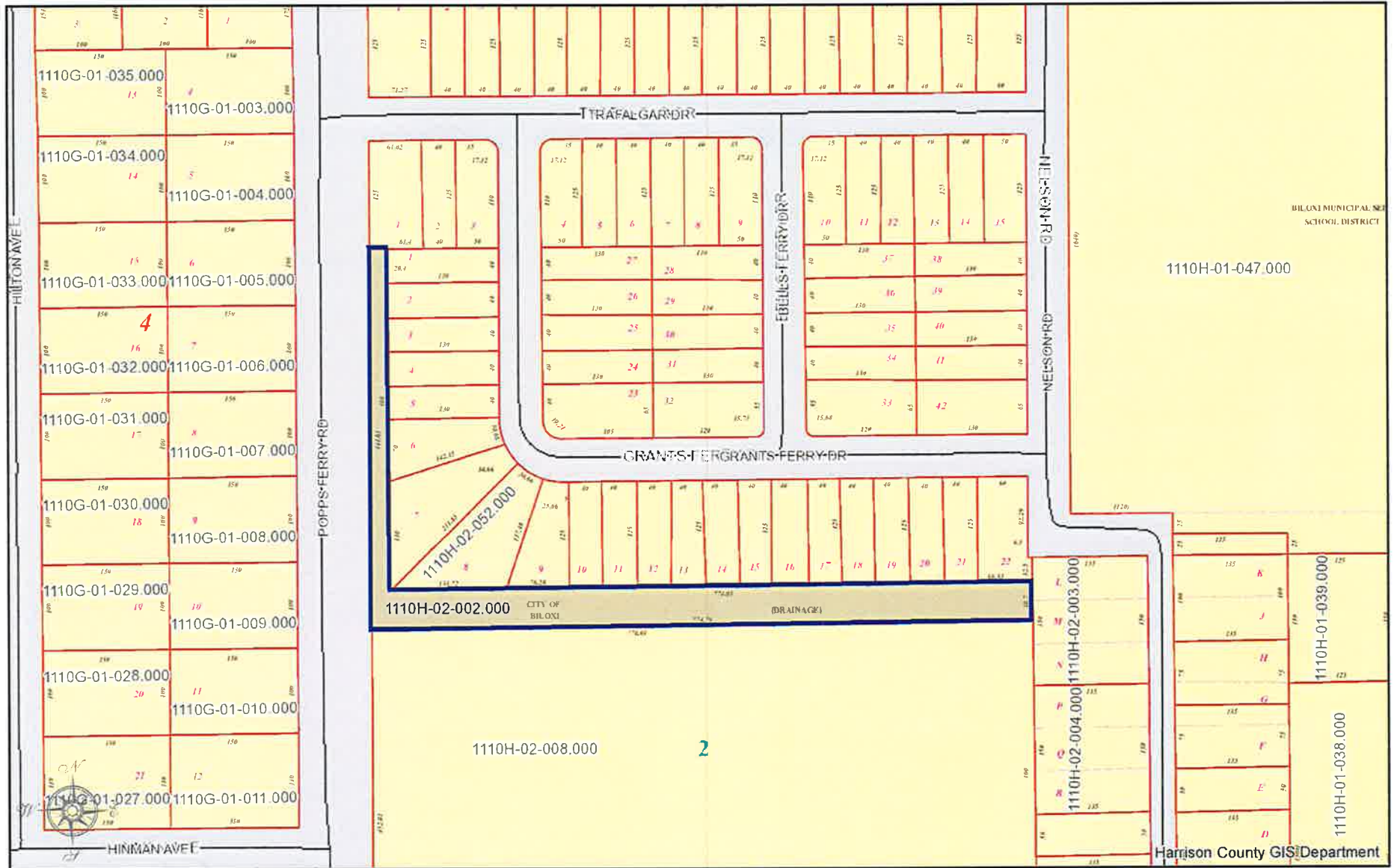
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



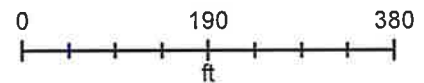
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HARRISON COUNTY, MISSISSIPPI

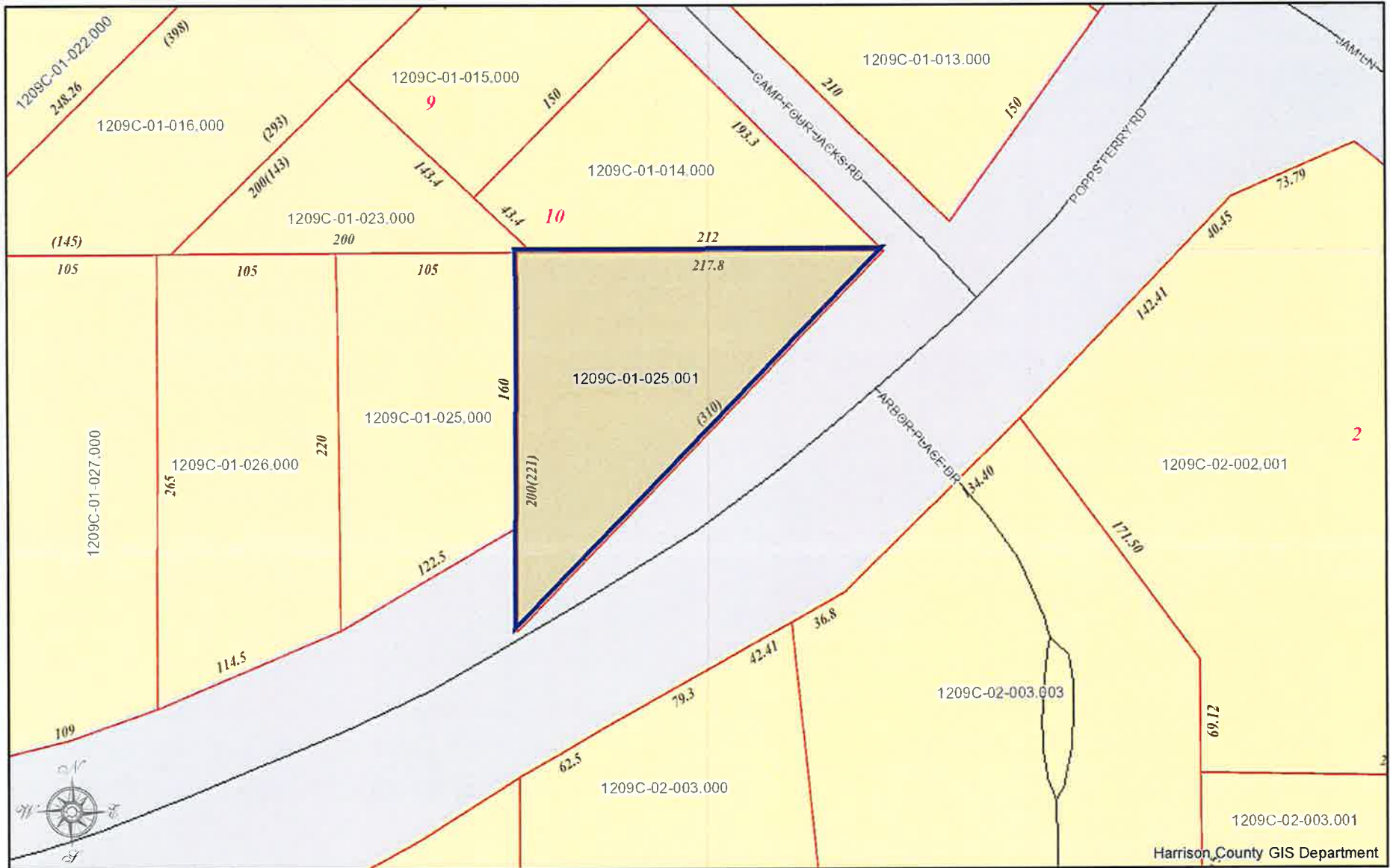
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MAP DATE: September 1, 2018



Harrison County GIS Department

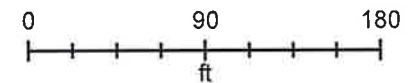
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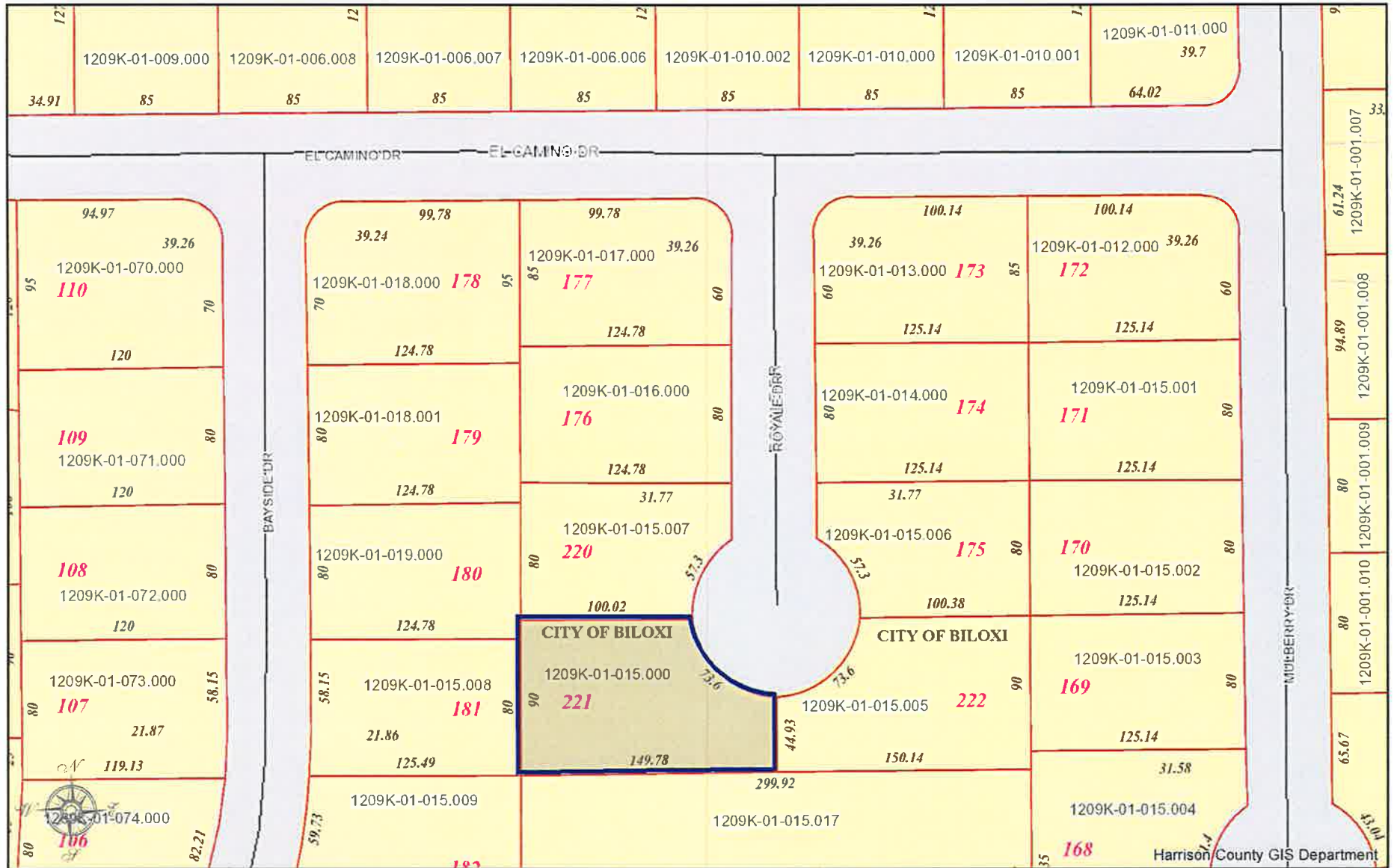
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1209K-01-015.000



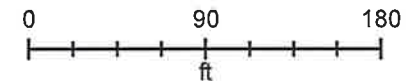
Harrison County GIS Department



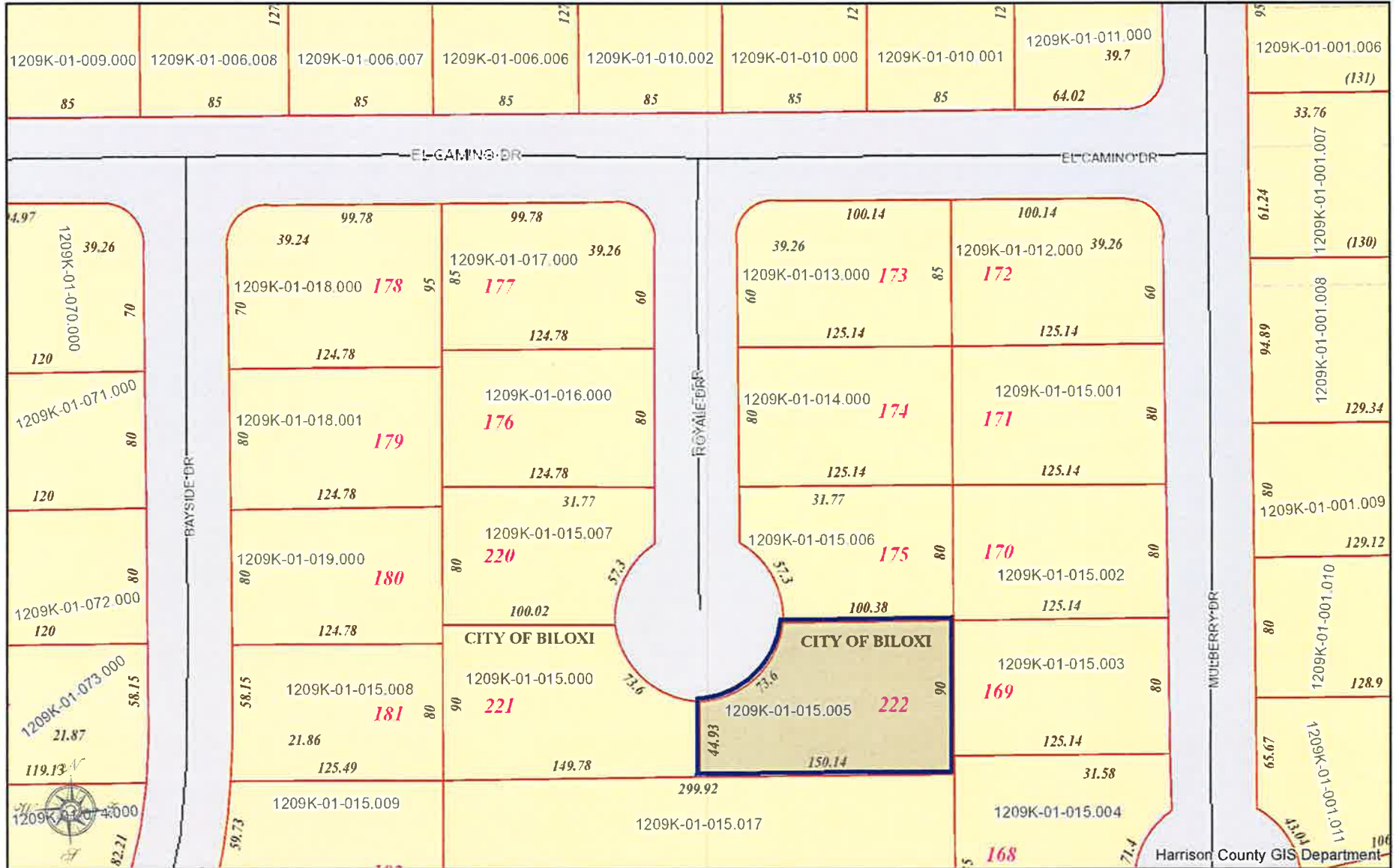
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



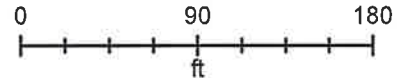
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HARRISON COUNTY, MISSISSIPPI

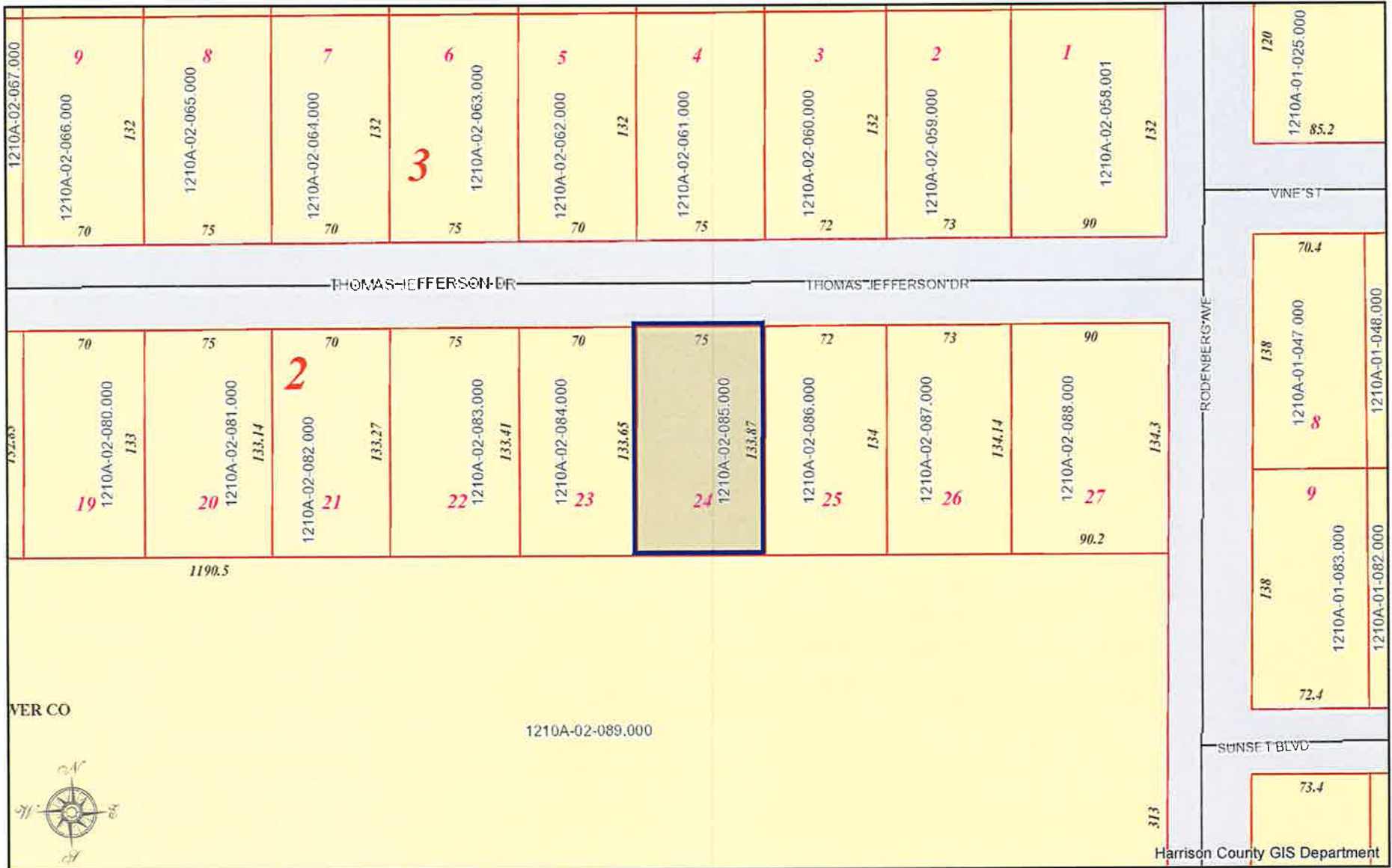
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MAP DATE: September 1, 2018



Harrison County GIS Department

1210A-02-085.000



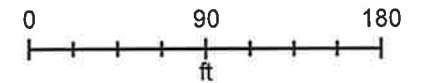
Harrison County GIS Department



HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



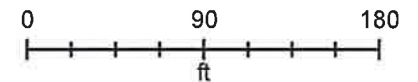
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HARRISON COUNTY, MISSISSIPPI

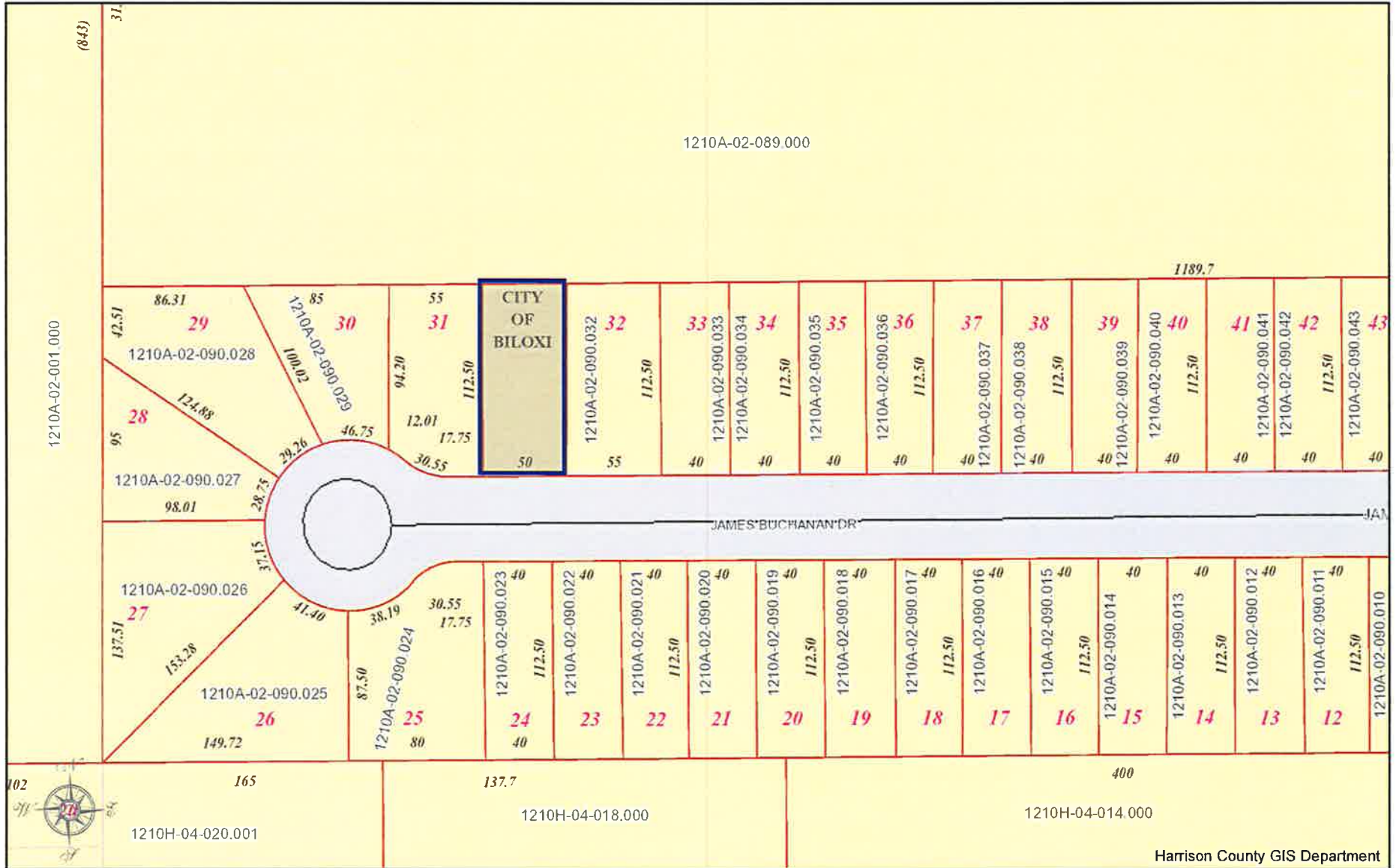
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MAP DATE: September 1, 2018



Harrison County GIS Department

1210A-02-090.031



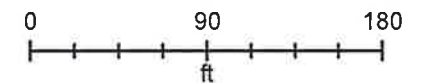
Harrison County GIS Department



HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



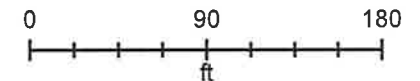
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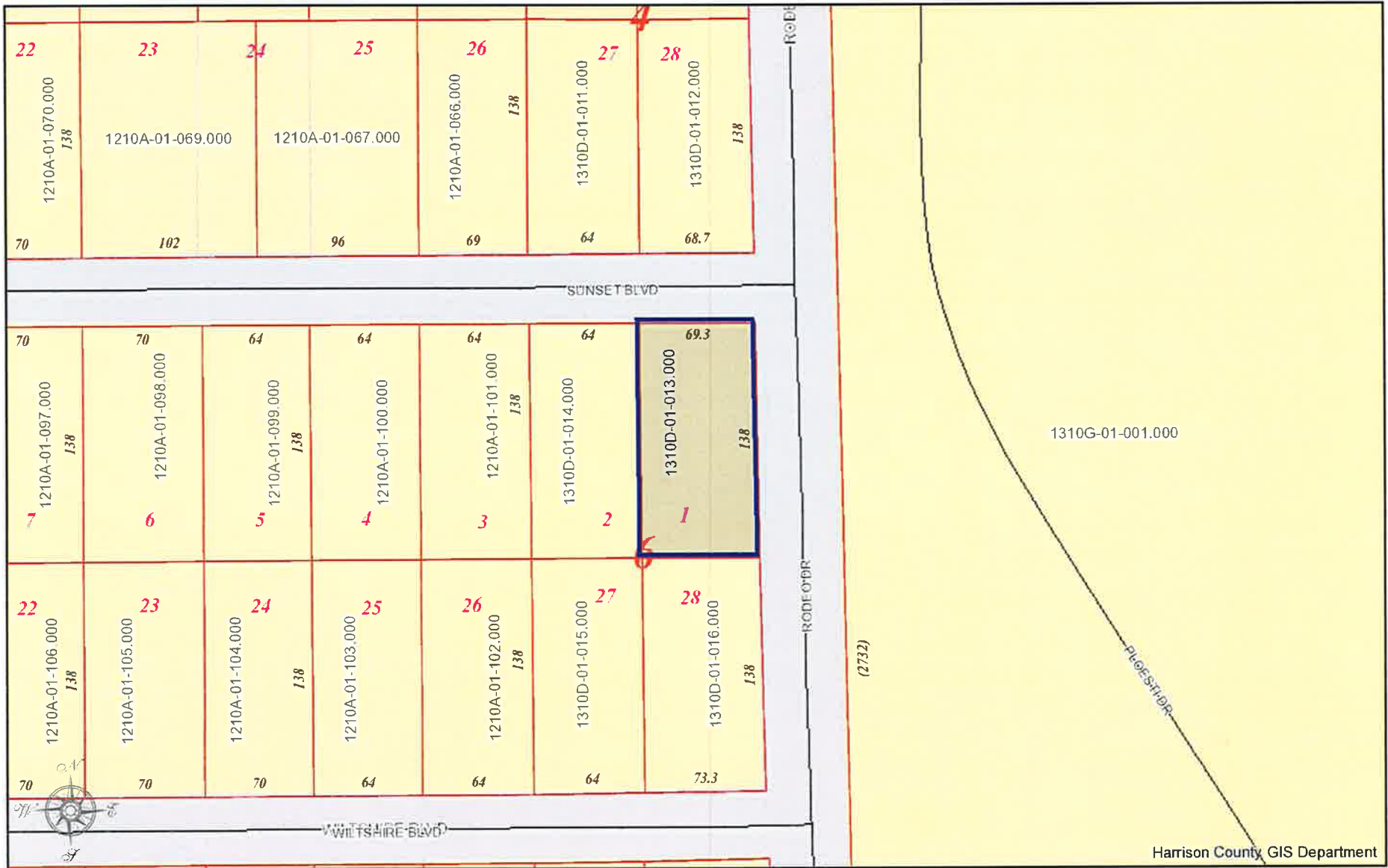
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1310D-01-013.000



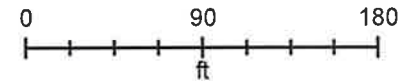
Harrison County GIS Department



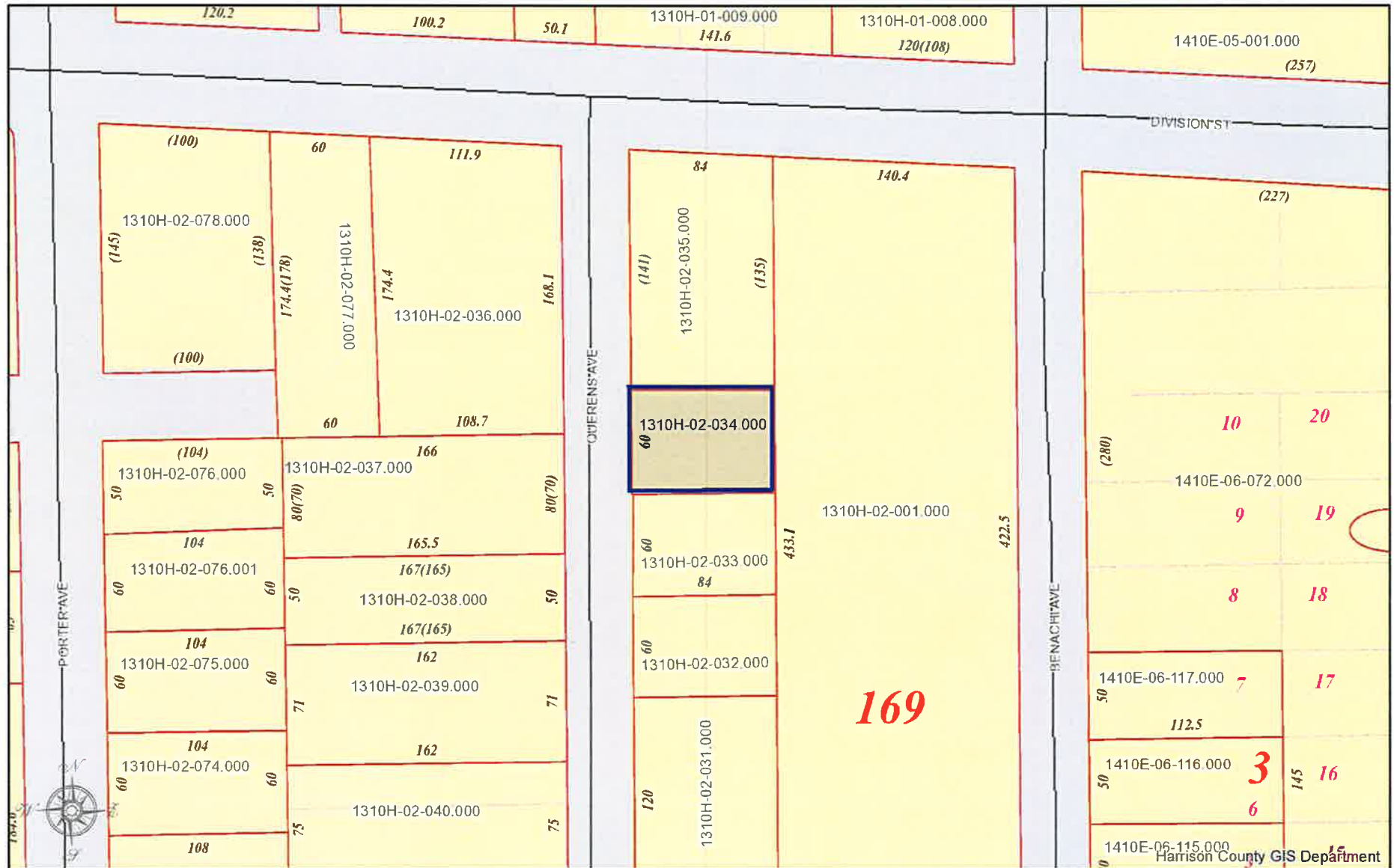
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



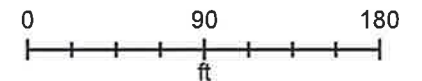
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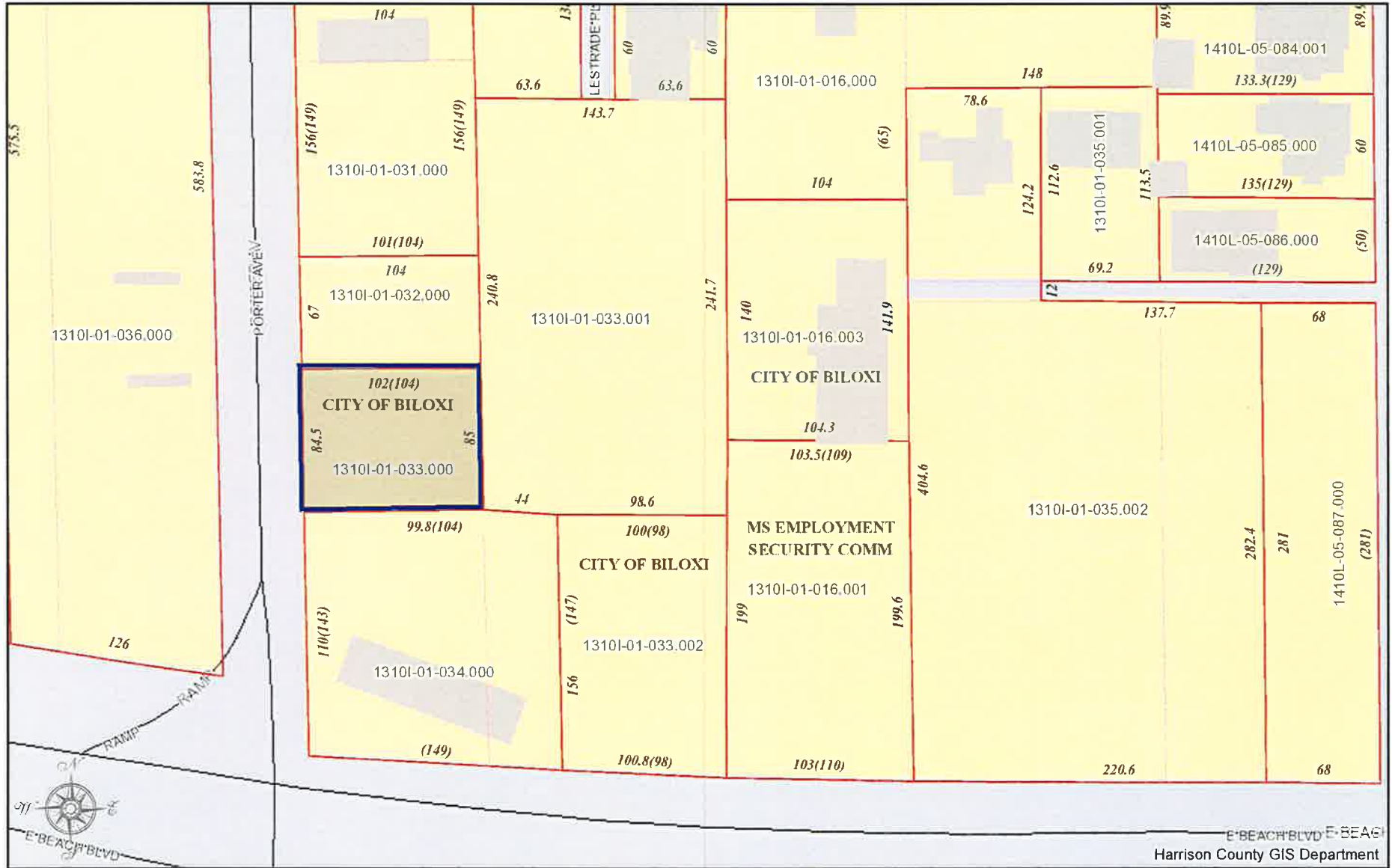
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



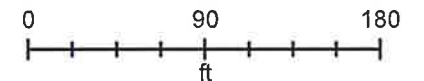
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HARRISON COUNTY, MISSISSIPPI

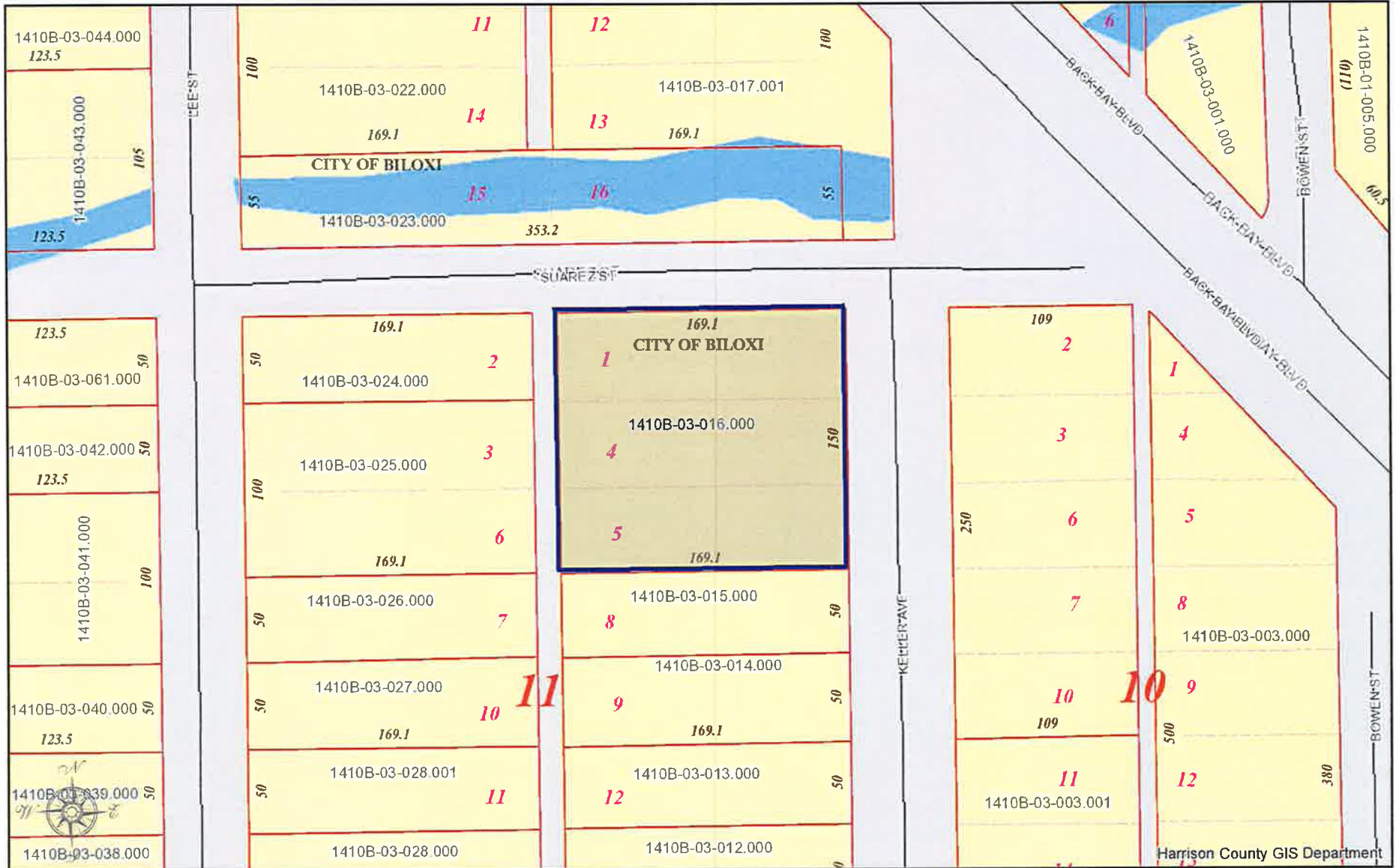
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MAP DATE: September 12, 2018



Harrison County GIS Department

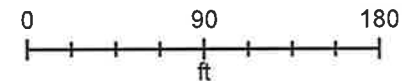
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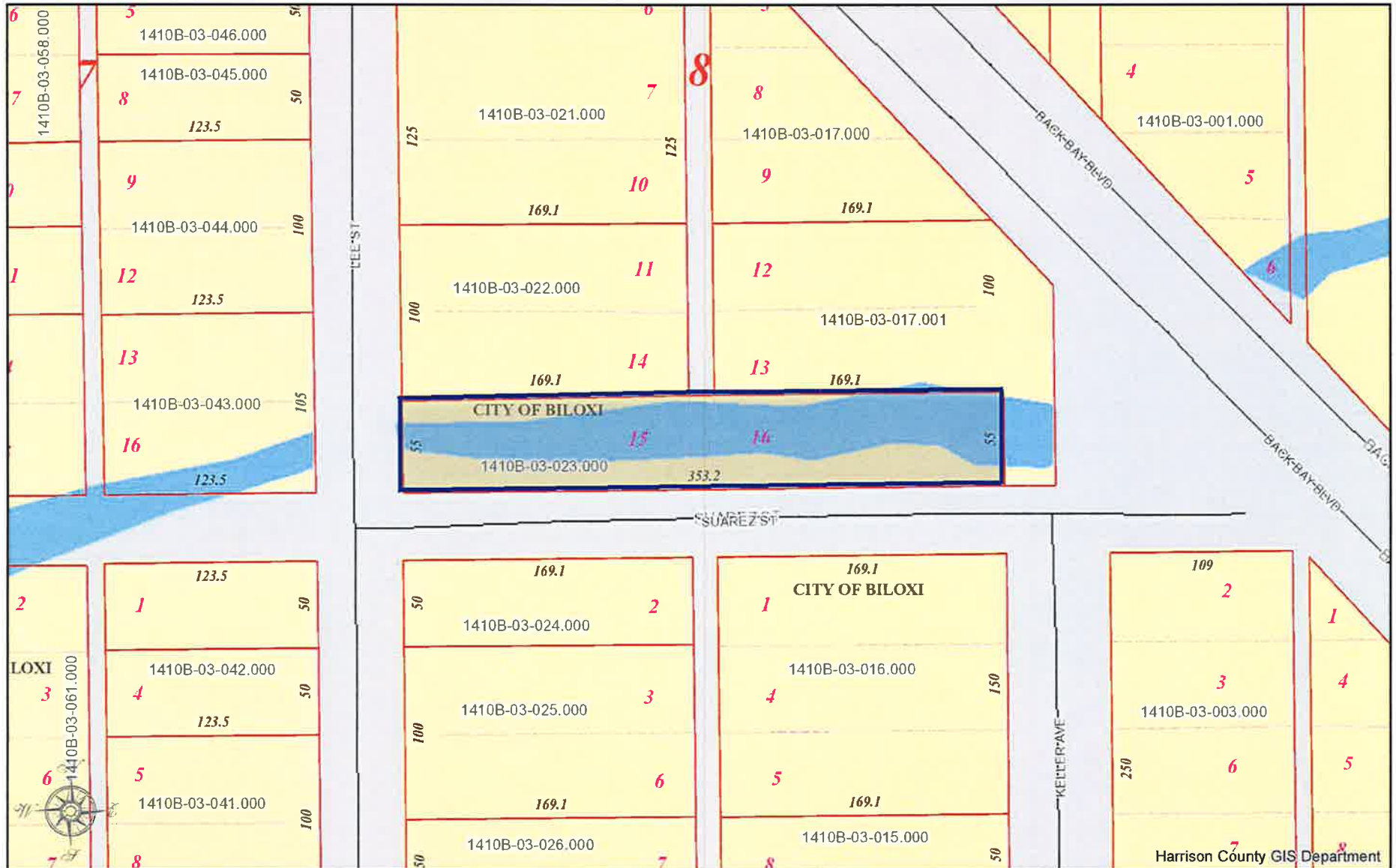
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1410B-03-023.000



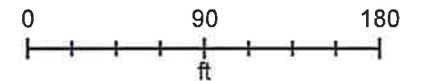
Harrison County GIS Department



HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



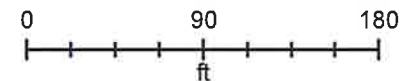
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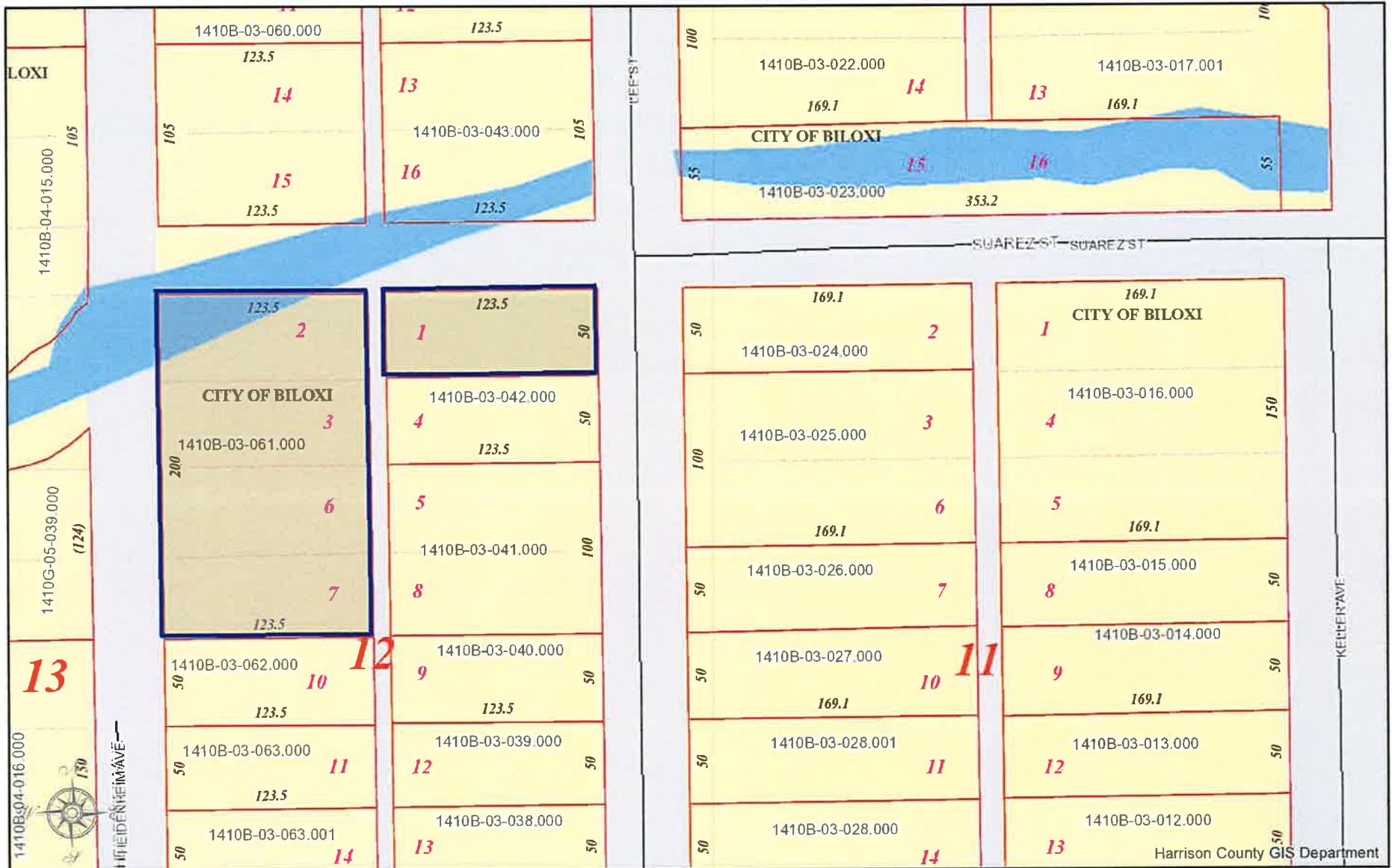
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



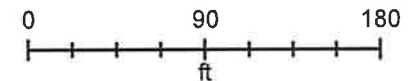
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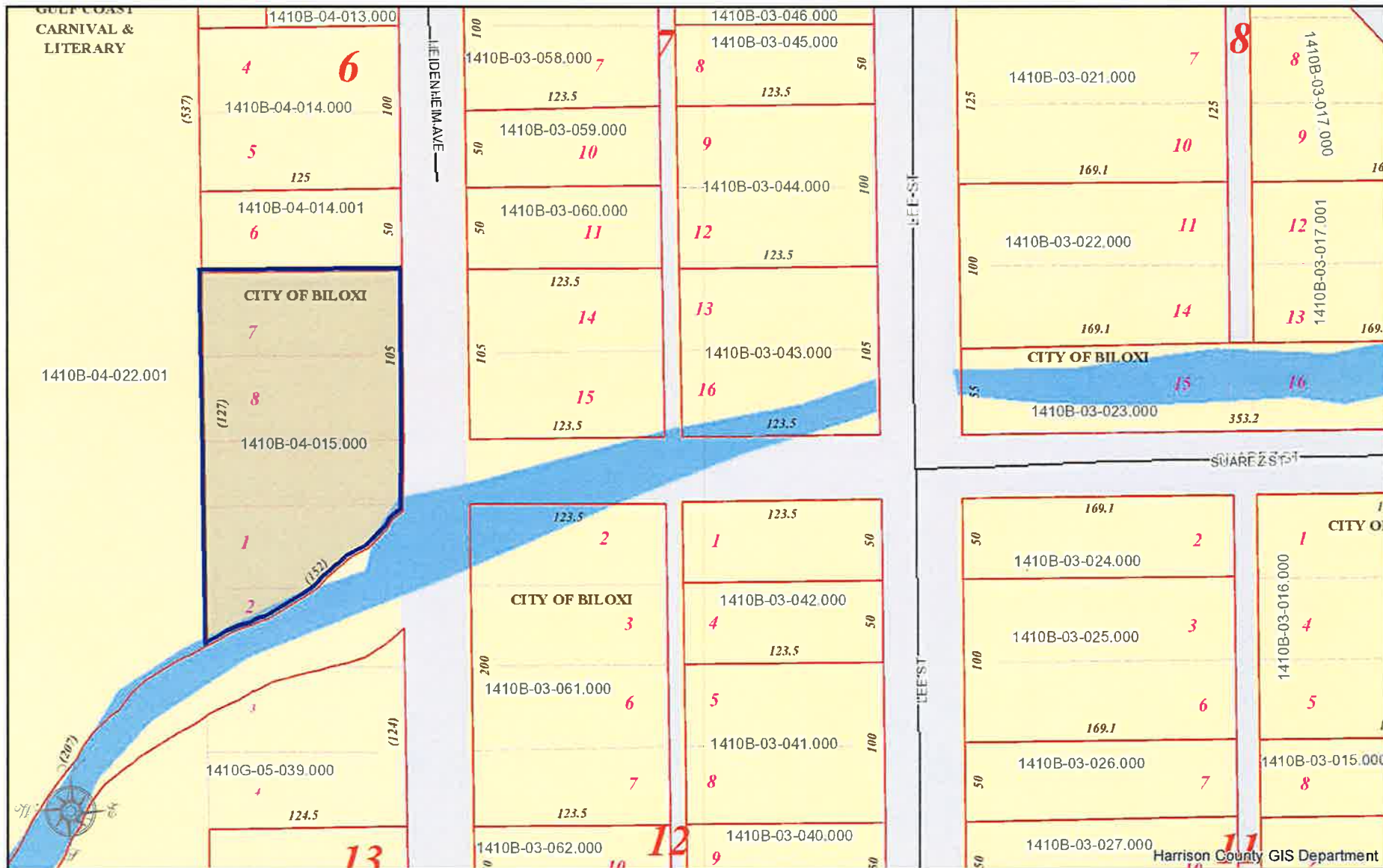
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1410B-04-015.000



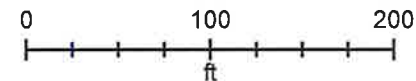
Harrison County GIS Department



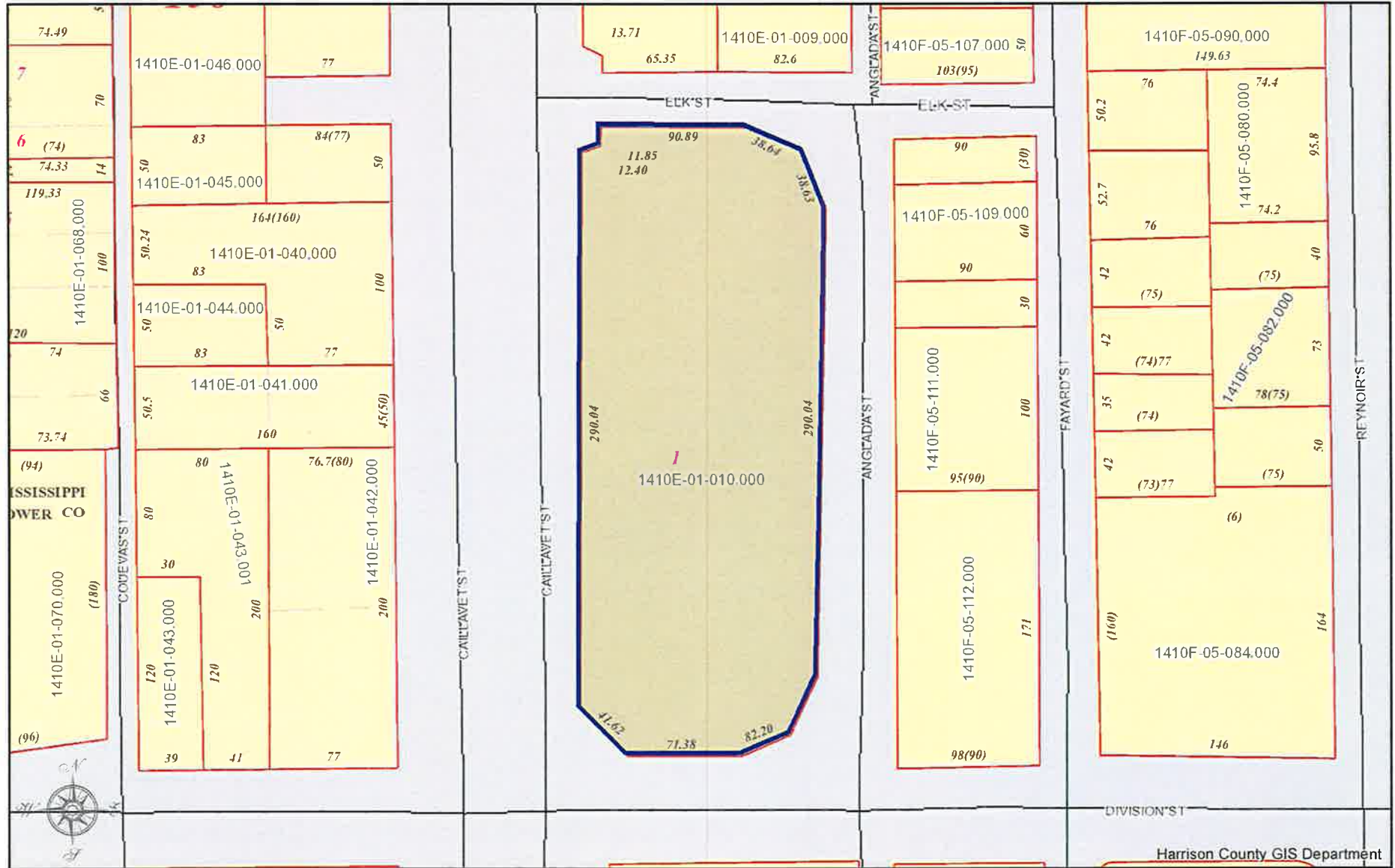
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1410E-01-010.000



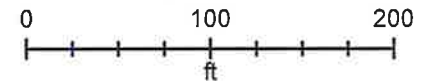
Harrison County GIS Department



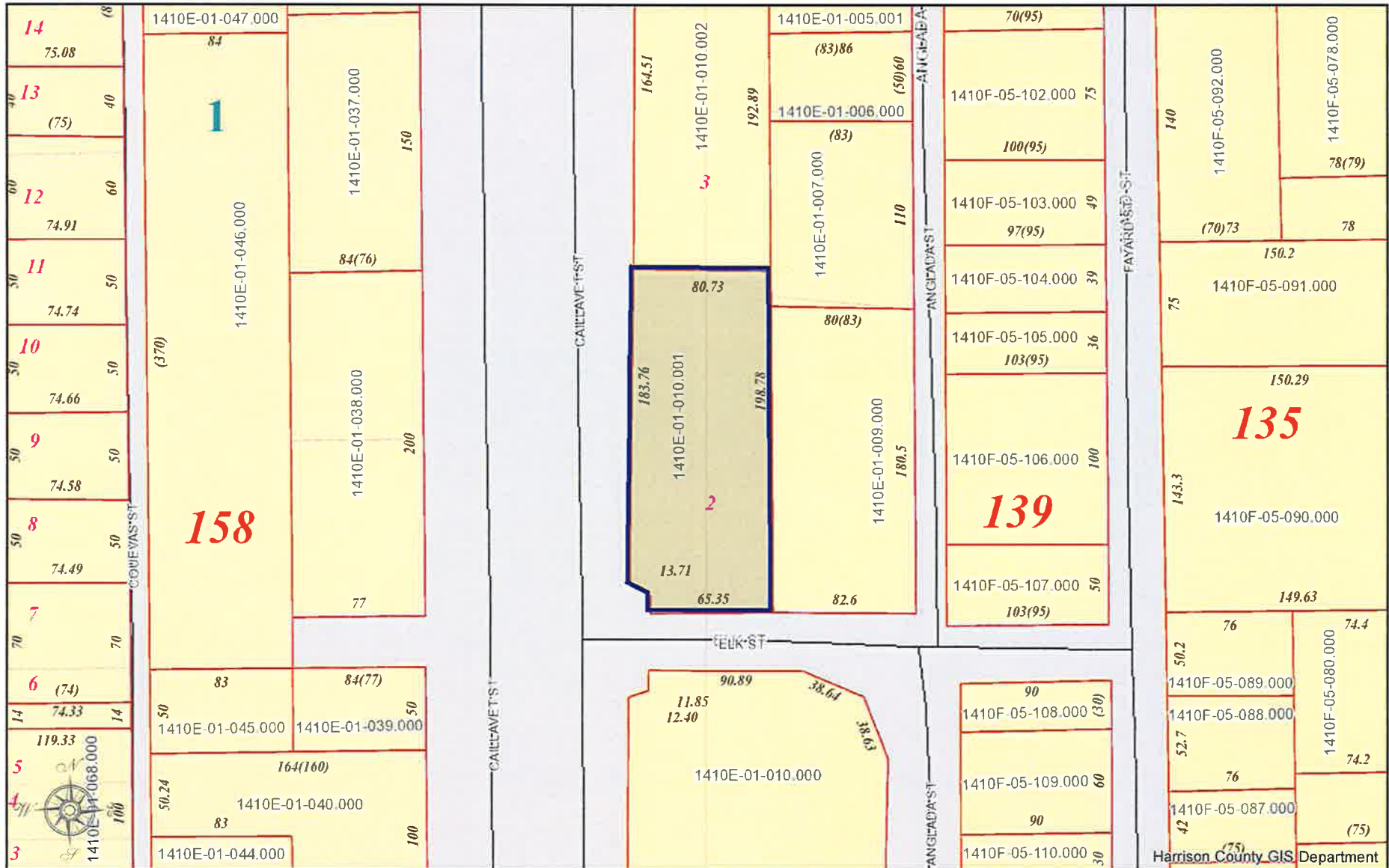
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1410E-01-010.001



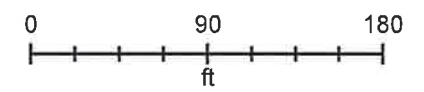
Harrison County GIS Department



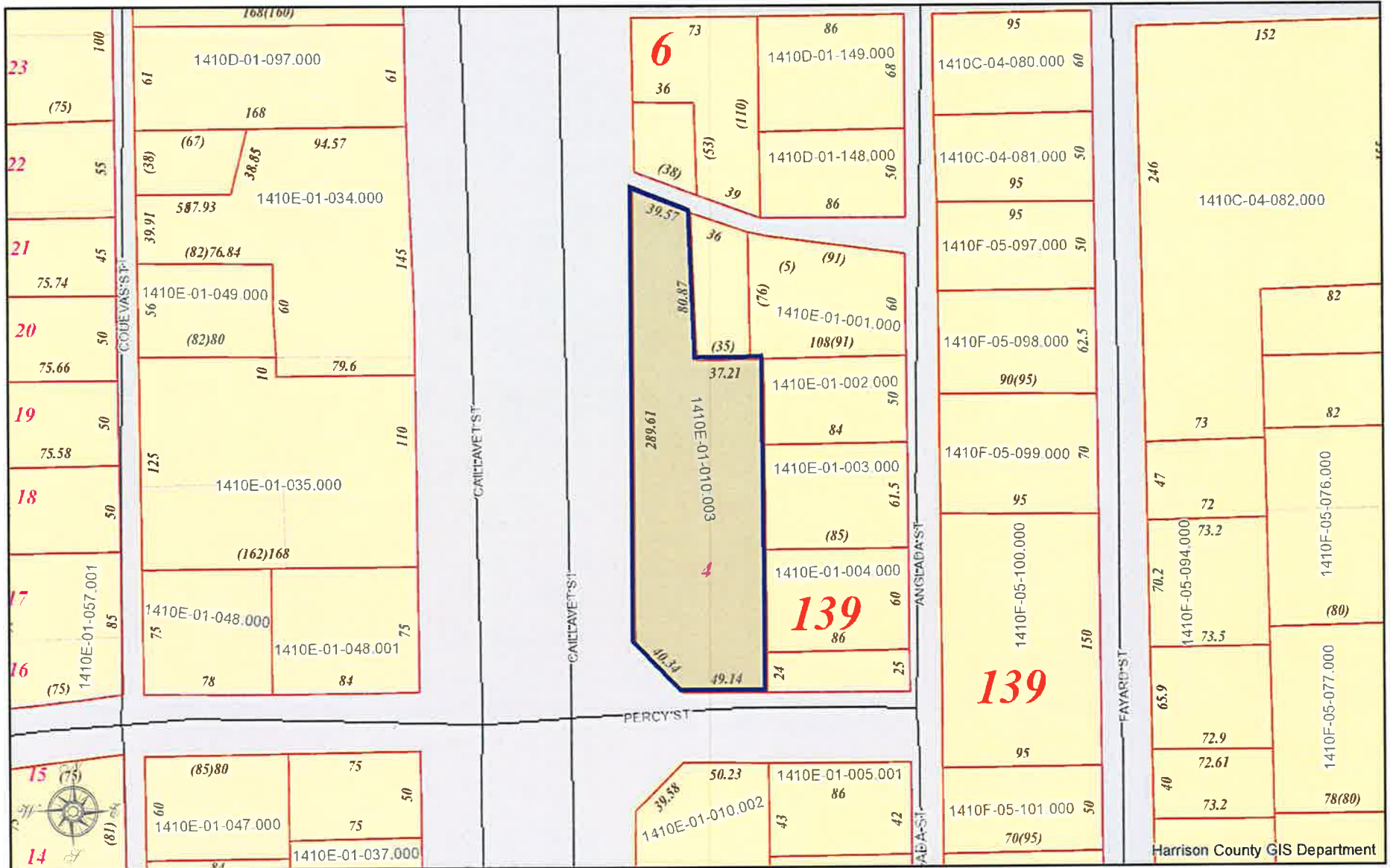
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



1410E-01-010.003



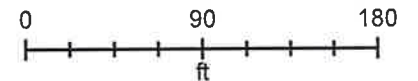
Harrison County GIS Department



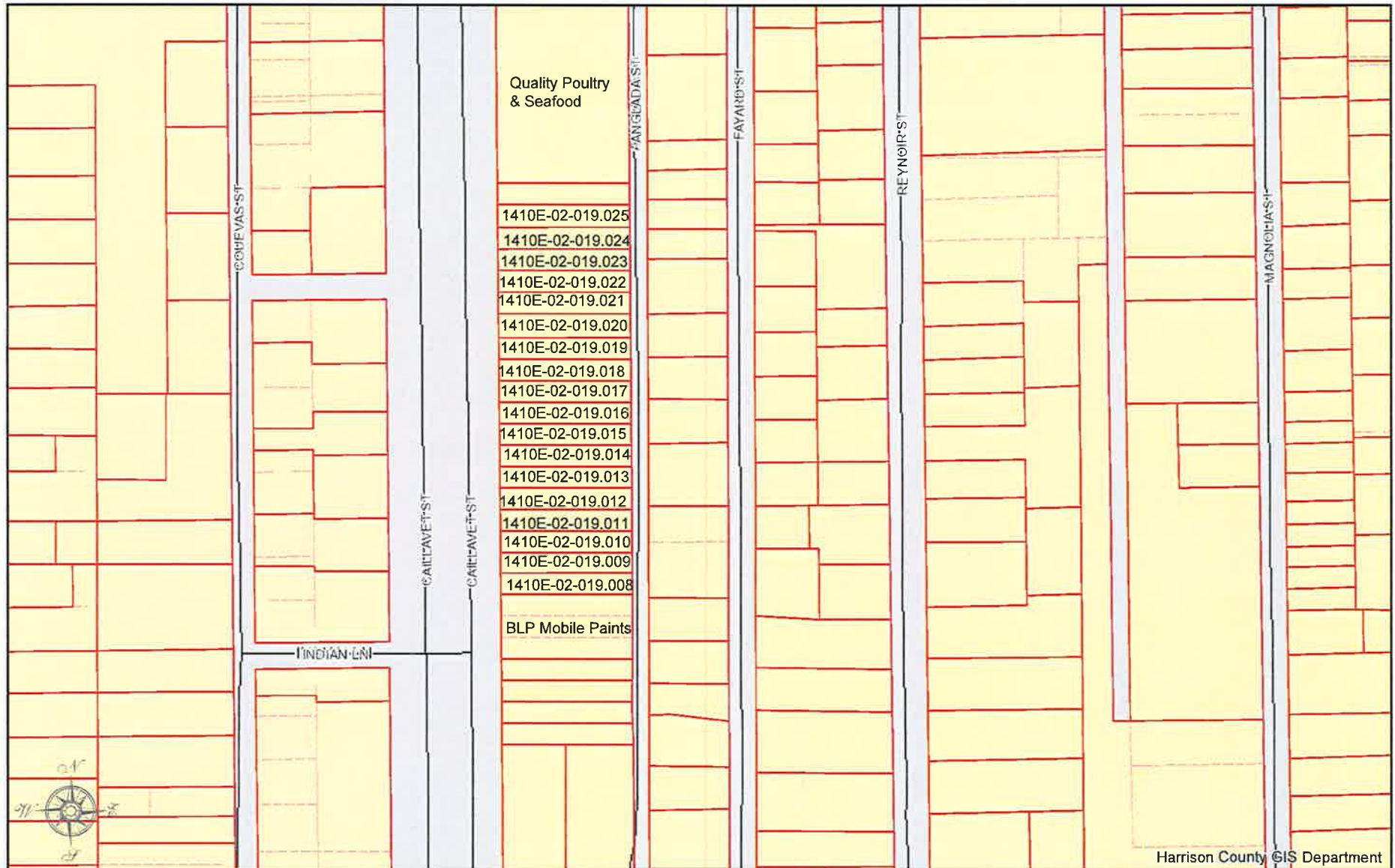
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



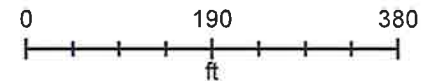
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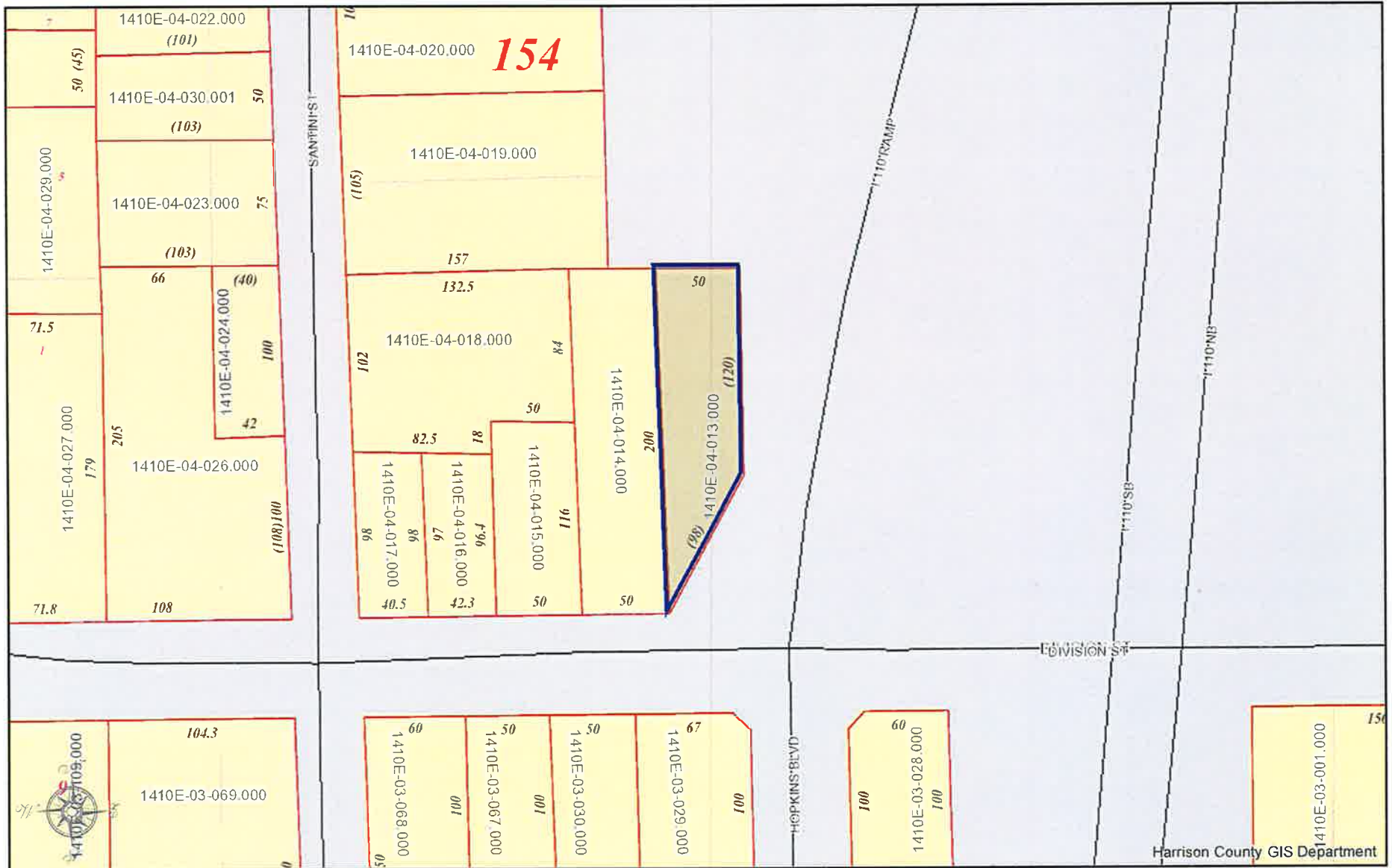
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: August 31, 2018



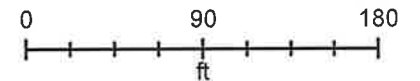
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HARRISON COUNTY, MISSISSIPPI

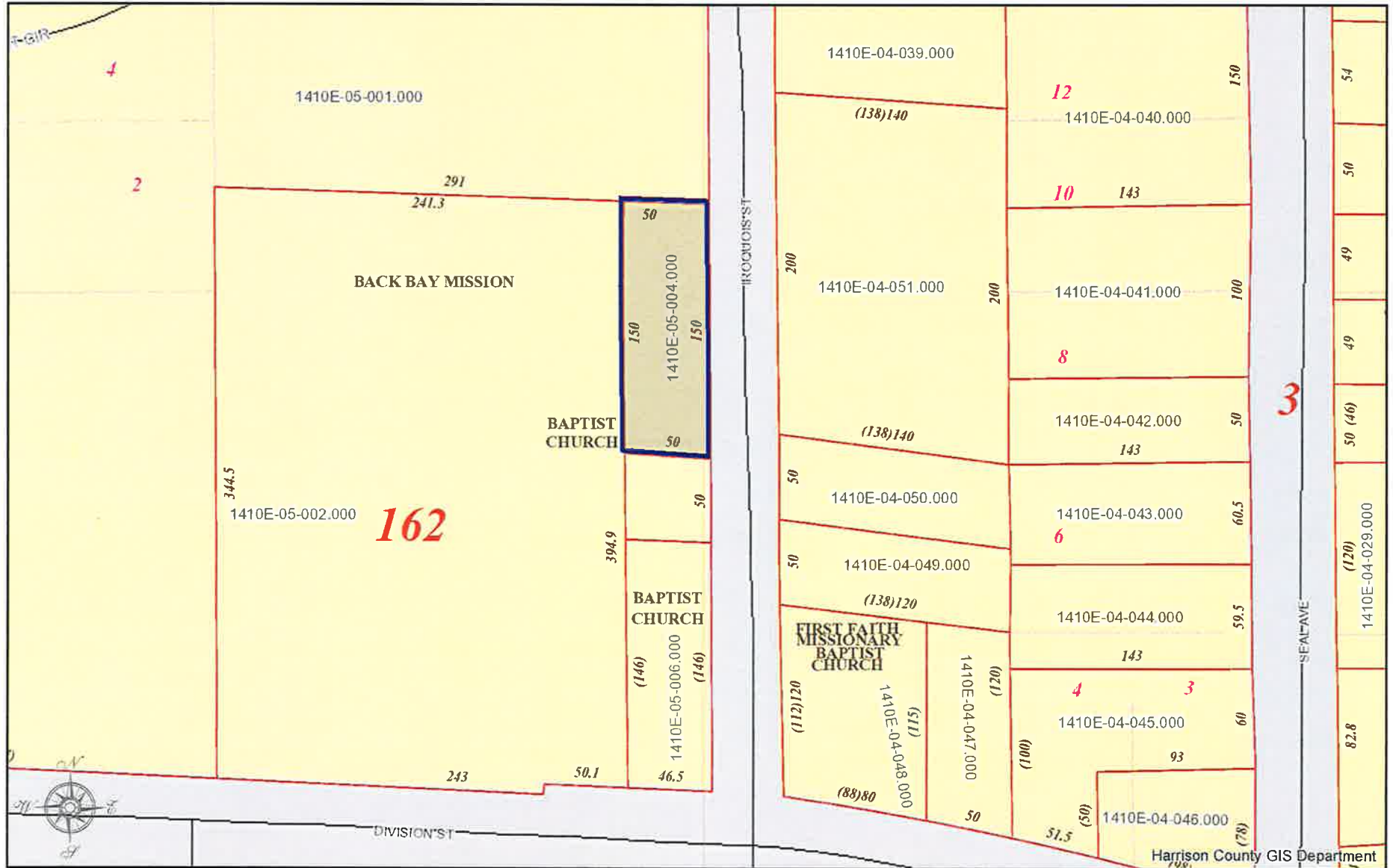
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Harrison County GIS Department

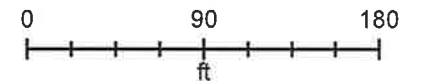
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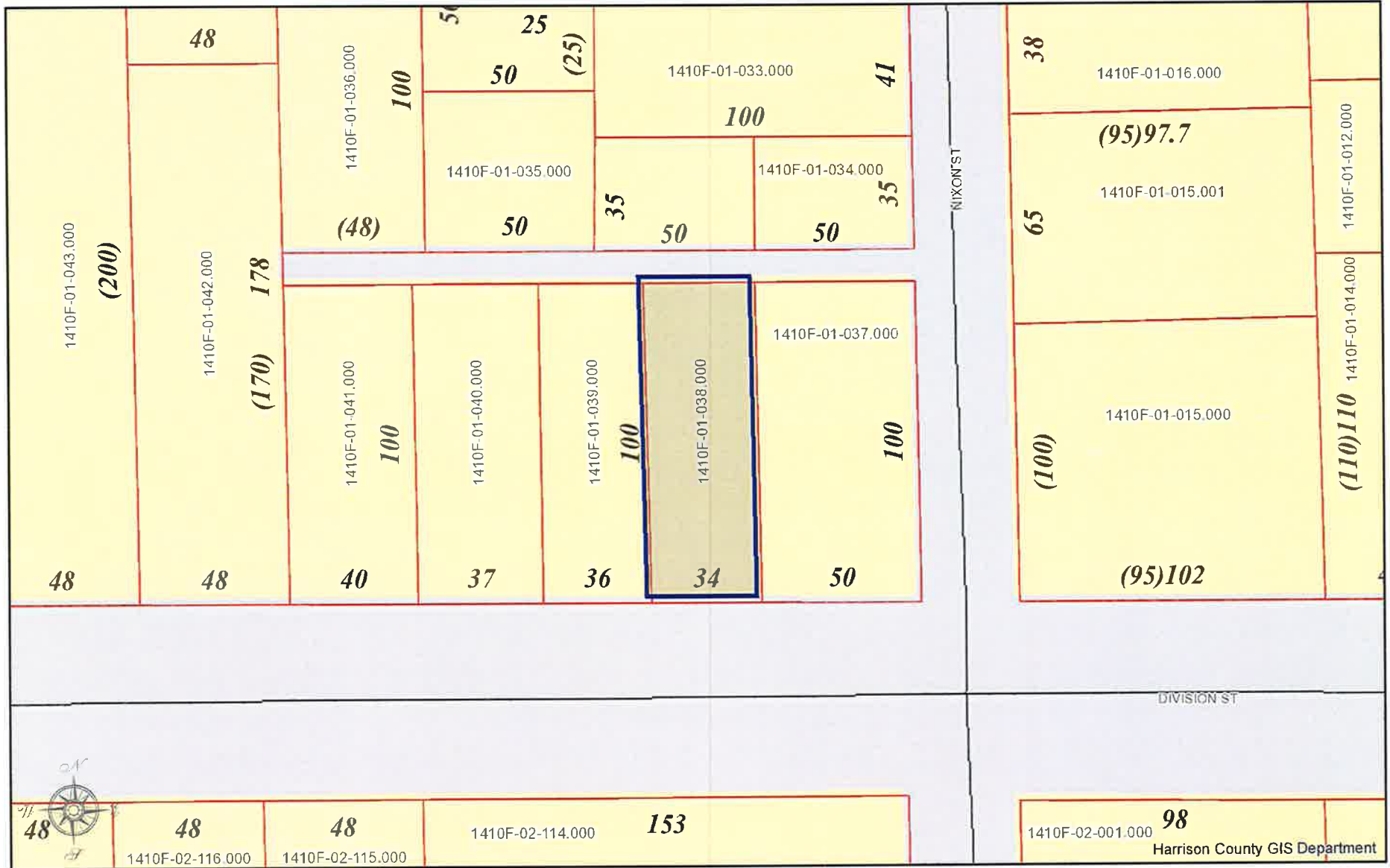
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



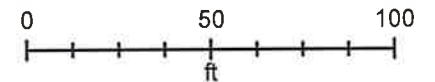
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HARRISON COUNTY, MISSISSIPPI

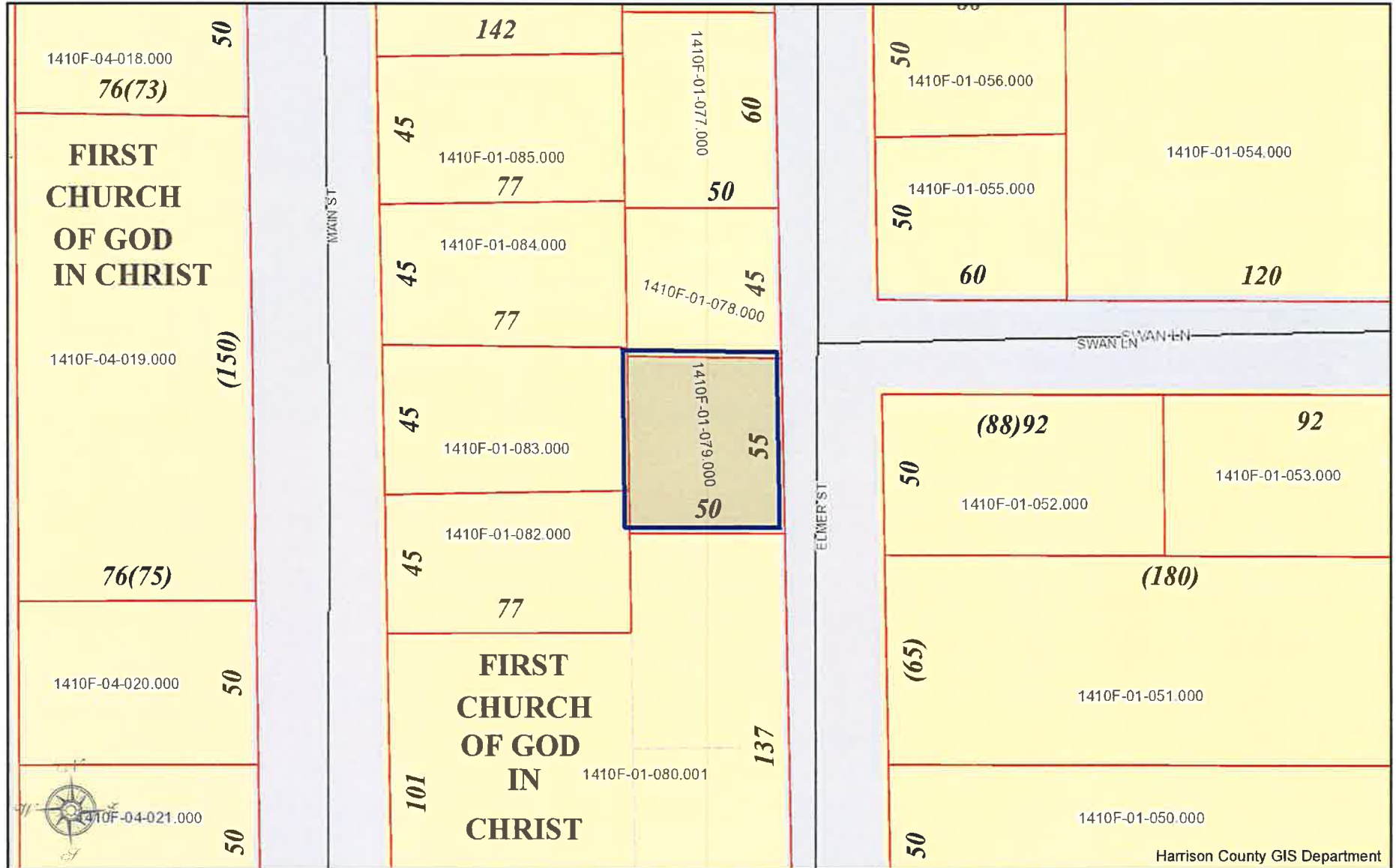
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MAP DATE: September 1, 2018



Harrison County GIS Department

1410F-01-079.000



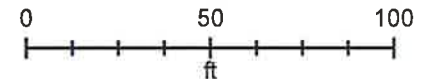
Harrison County GIS Department



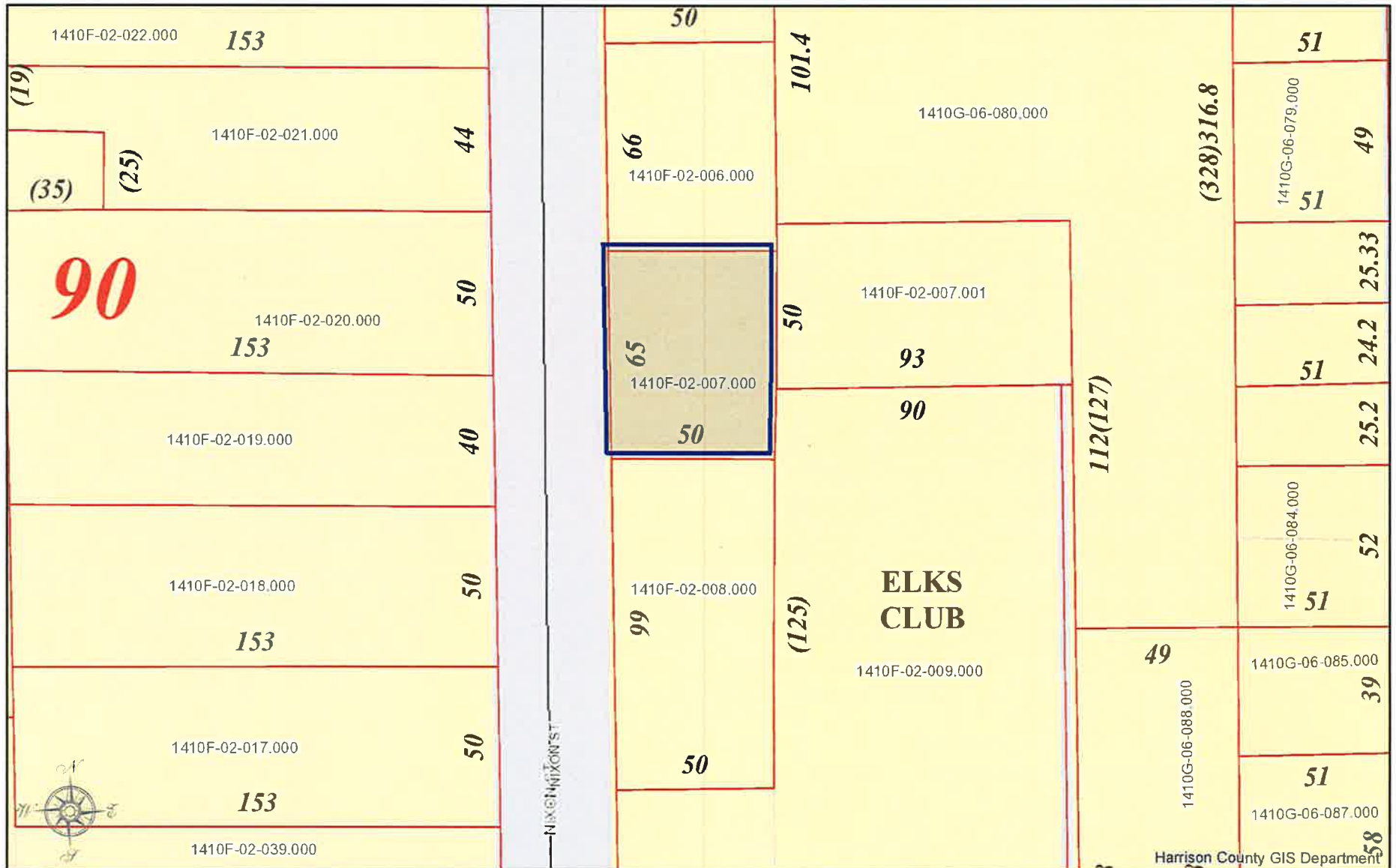
HARRISON COUNTY, MISSISSIPPI

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MAP DATE: September 1, 2018



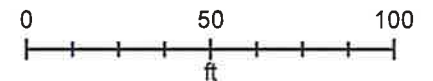
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HARRISON COUNTY, MISSISSIPPI

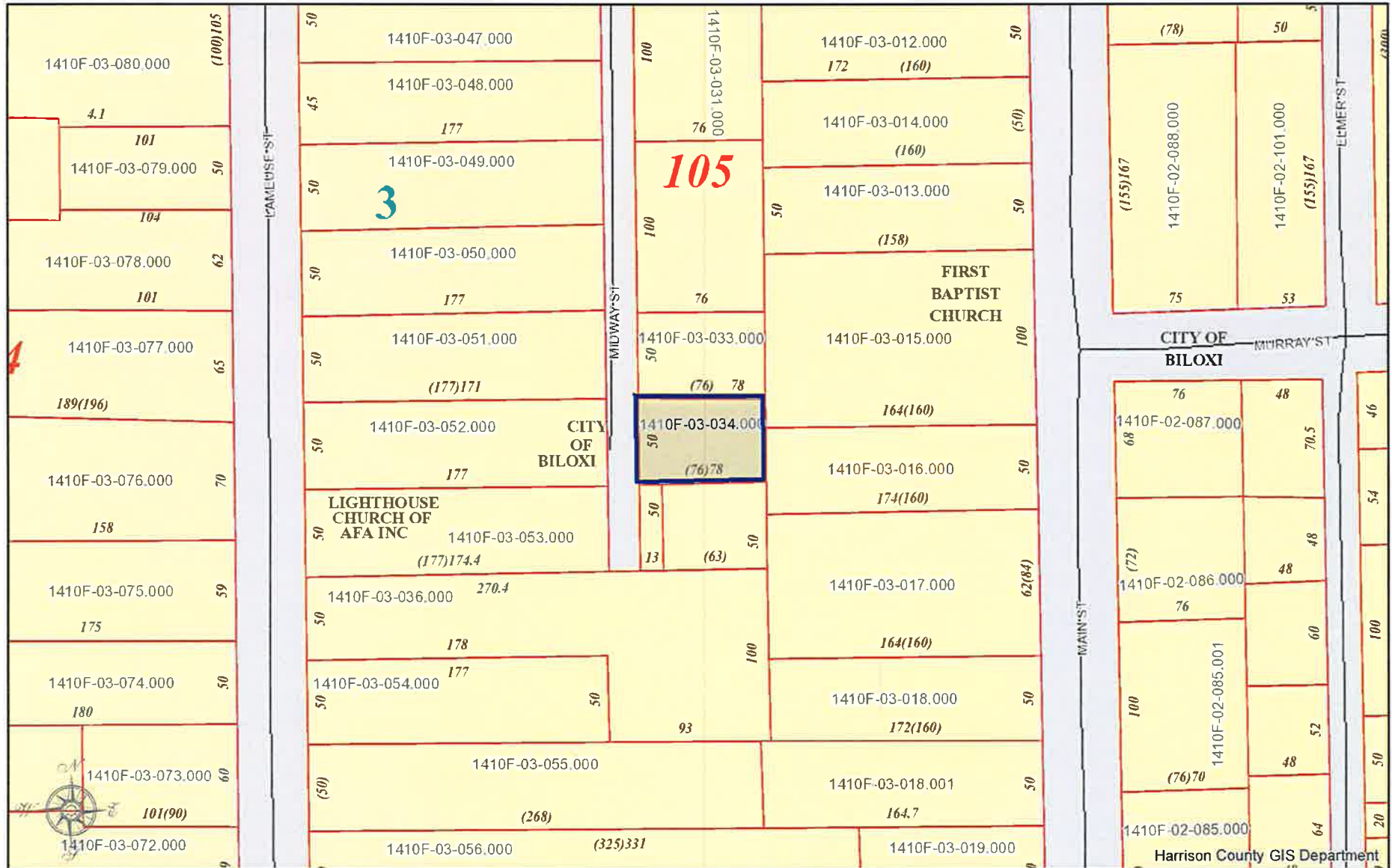
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MAP DATE: September 1, 2018



Harrison County GIS Department

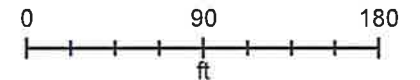
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HARRISON COUNTY, MISSISSIPPI

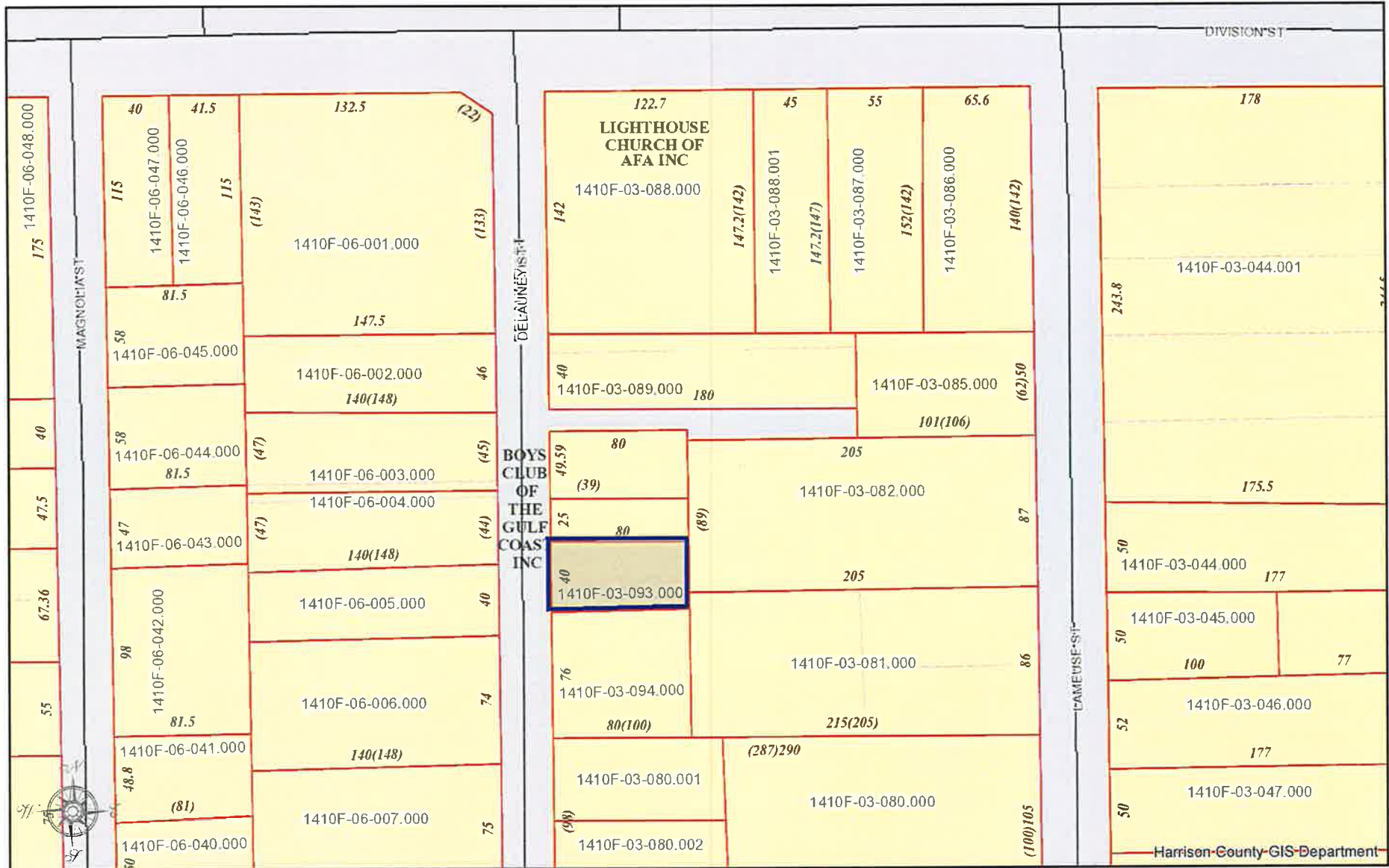
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MAP DATE: September 1, 2018



Harrison County GIS Department

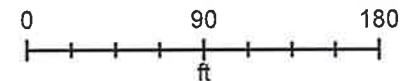
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HARRISON COUNTY, MISSISSIPPI

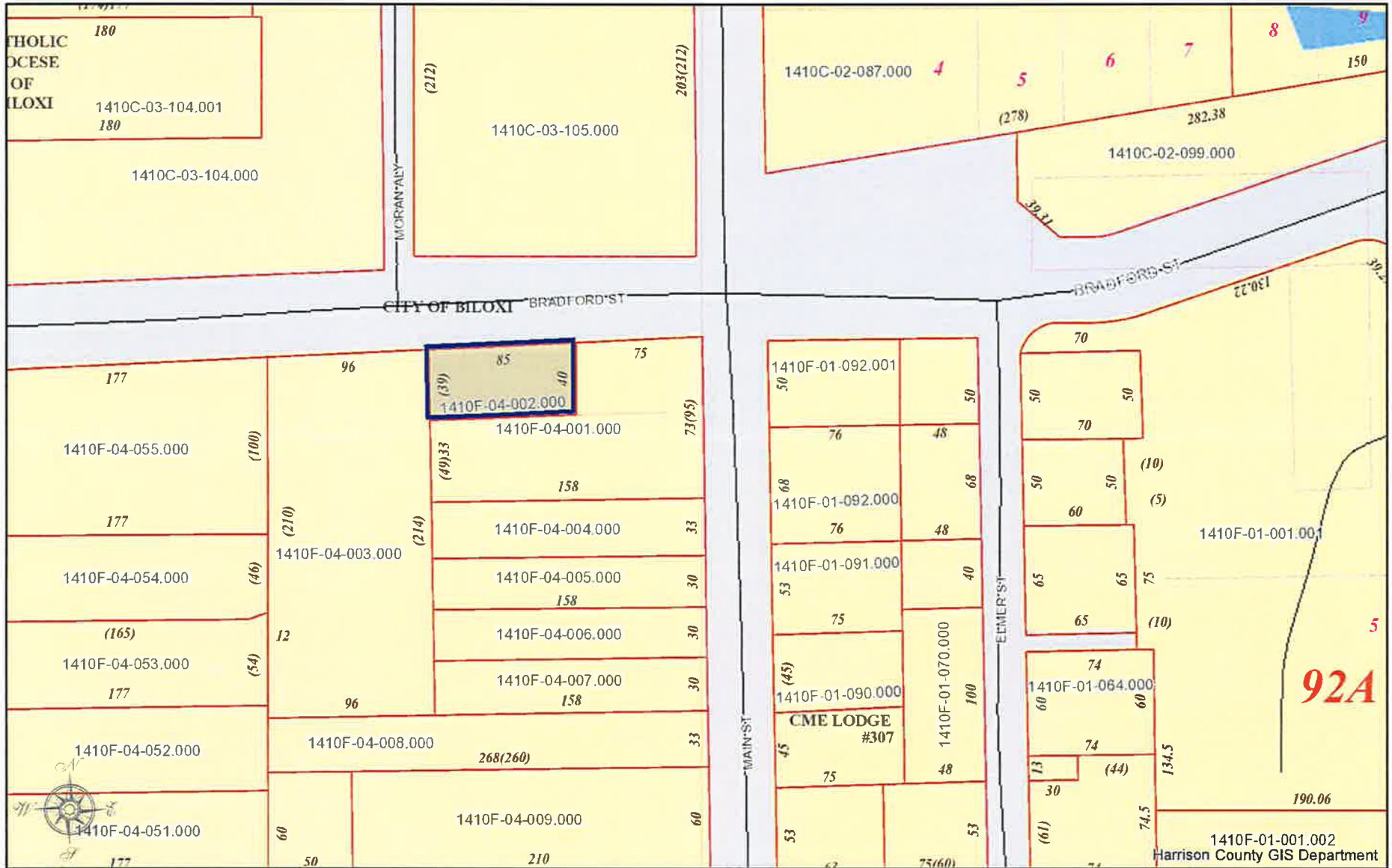
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MAP DATE: September 1, 2018



Harrison County GIS Department

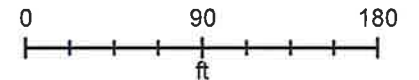
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HARRISON COUNTY, MISSISSIPPI

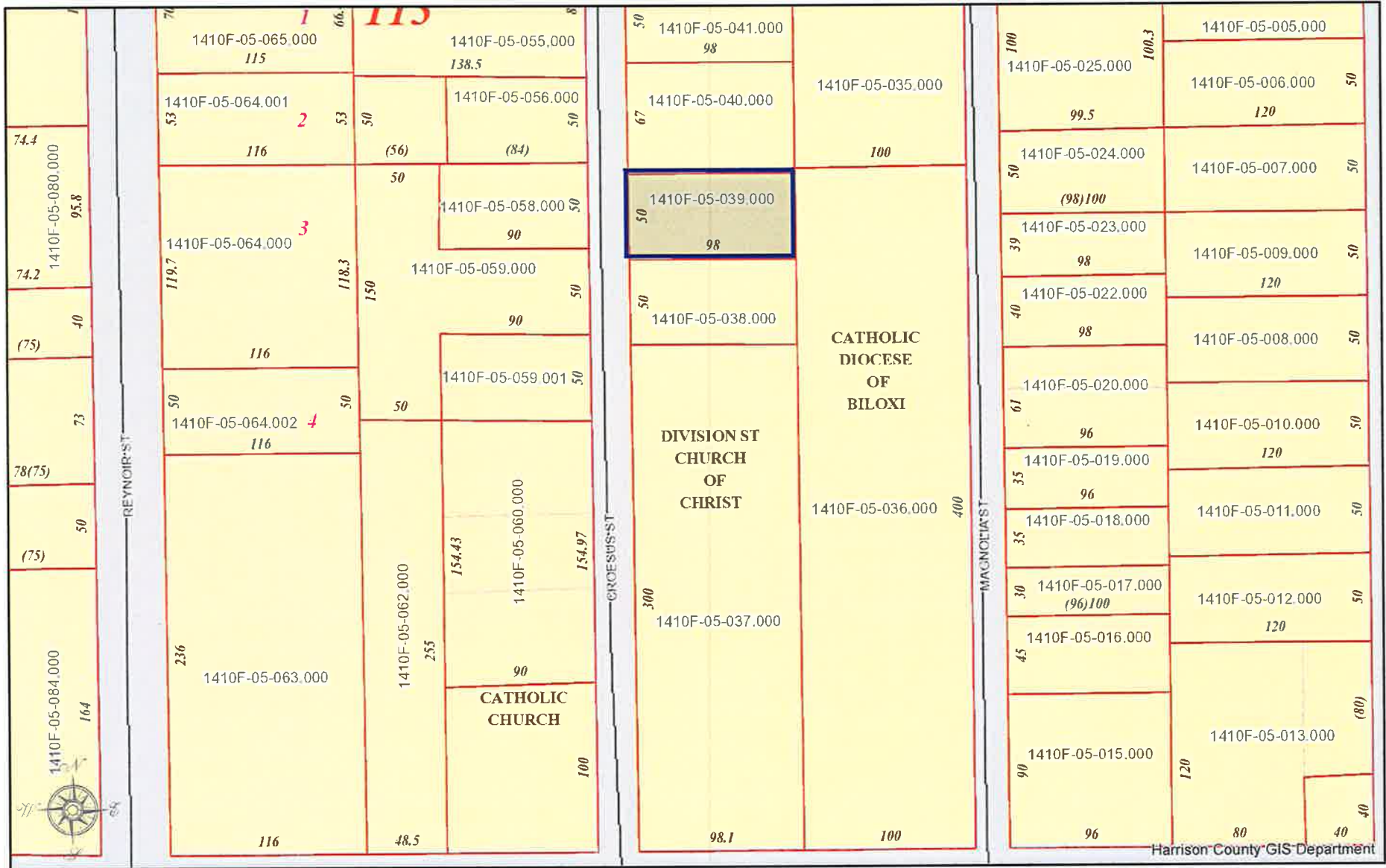
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MAP DATE: September 1, 2018



Harrison County GIS Department

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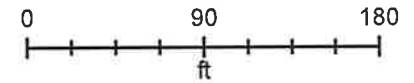
Harrison County GIS Department



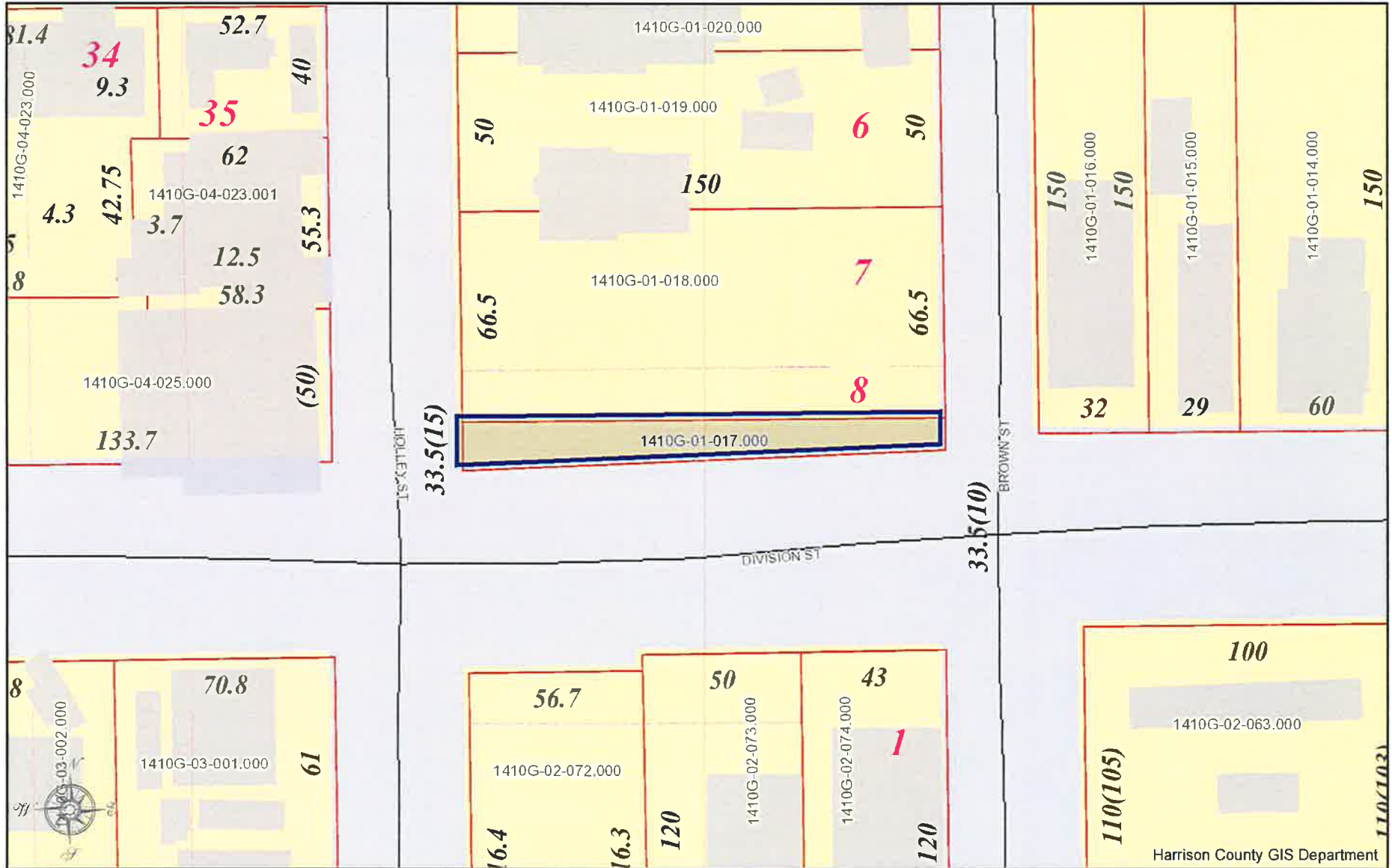
HARRISON COUNTY, MISSISSIPPI

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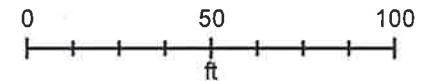
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HARRISON COUNTY, MISSISSIPPI

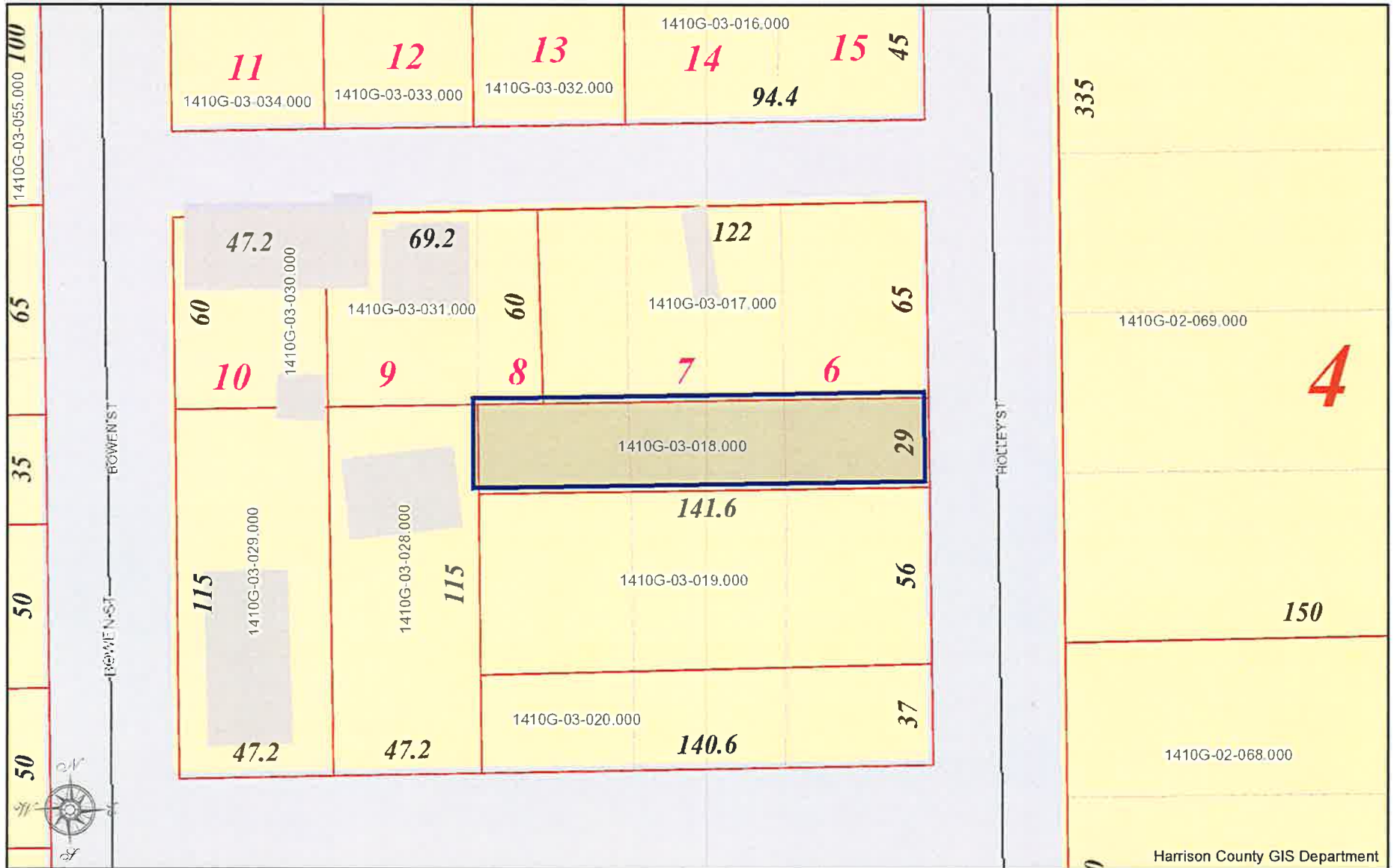
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Harrison County GIS Department

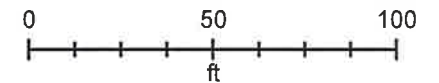
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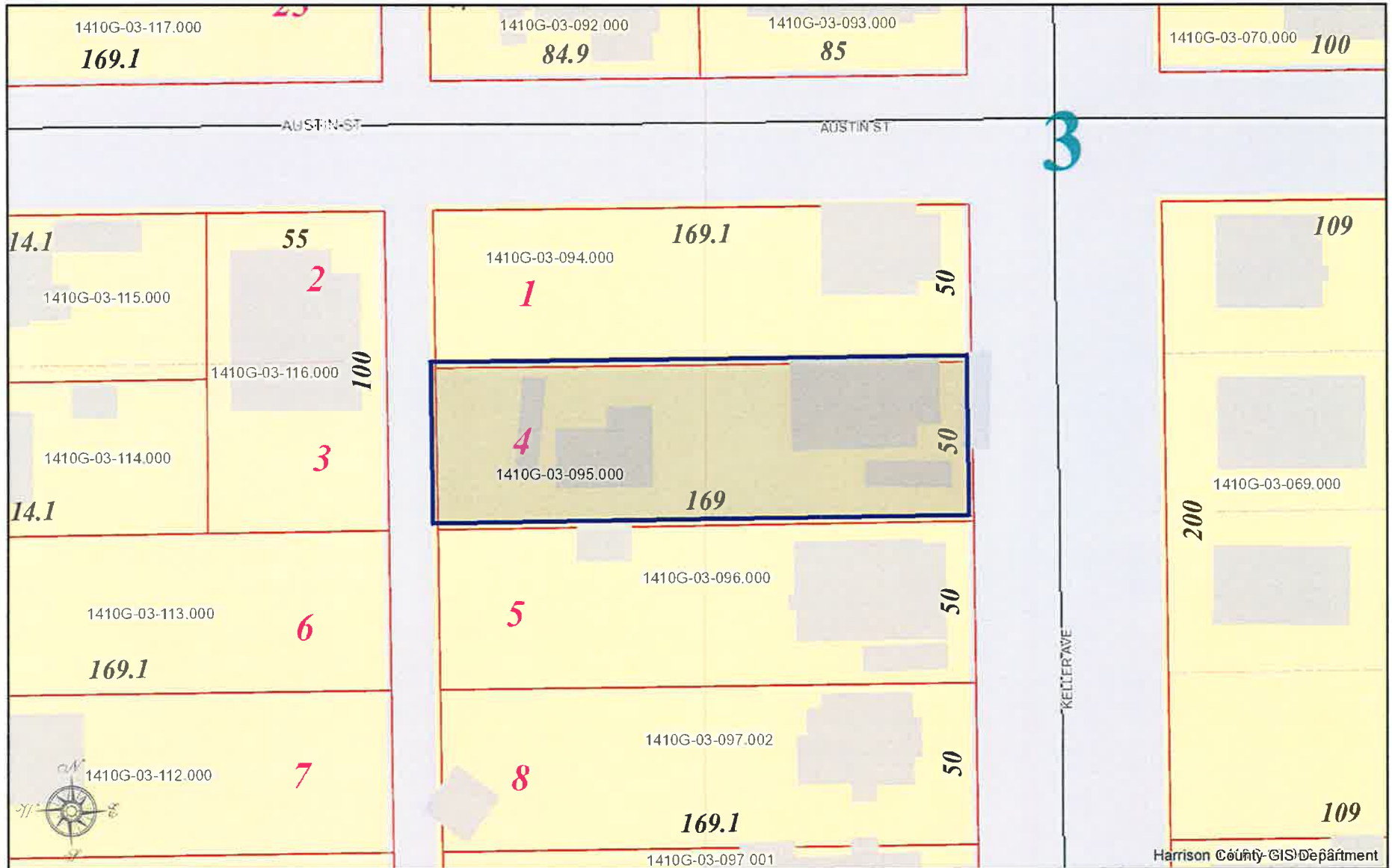
HARRISON COUNTY, MISSISSIPPI

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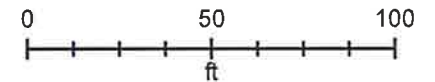
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HARRISON COUNTY, MISSISSIPPI

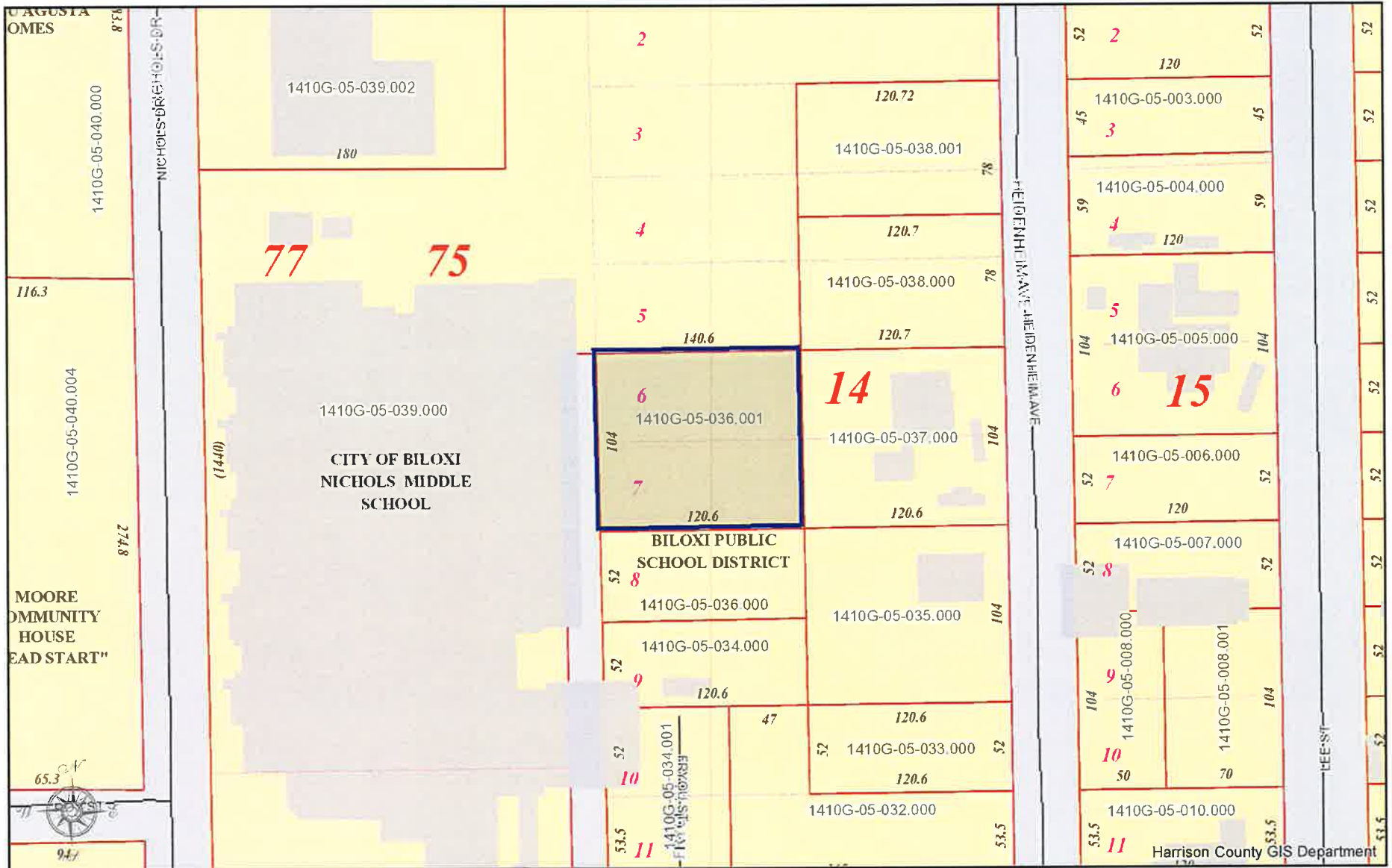
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Harrison County GIS Department

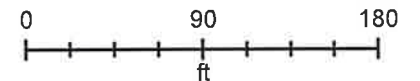
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HARRISON COUNTY, MISSISSIPPI

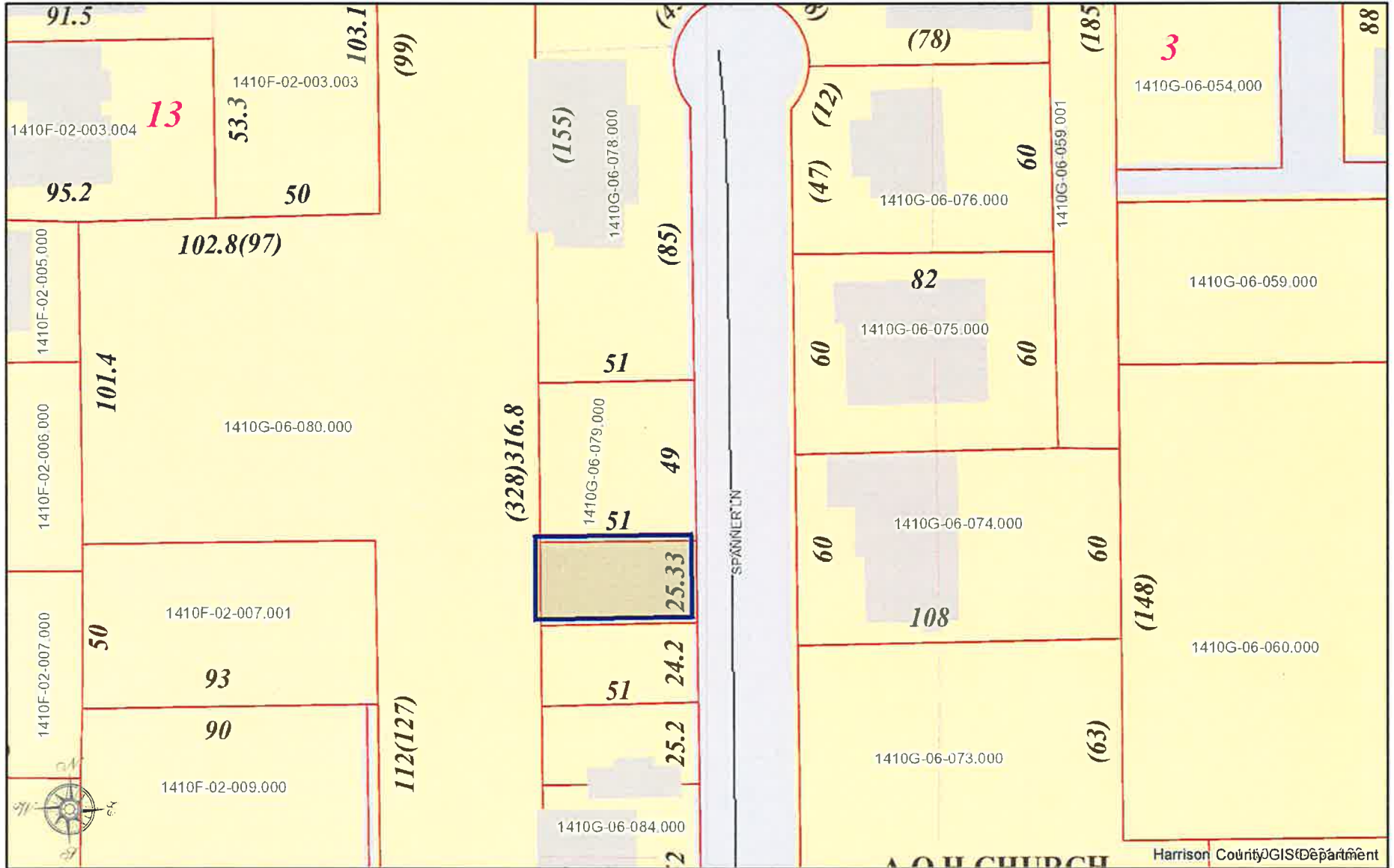
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Harrison County GIS Department

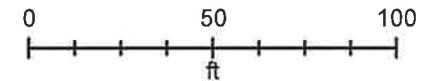
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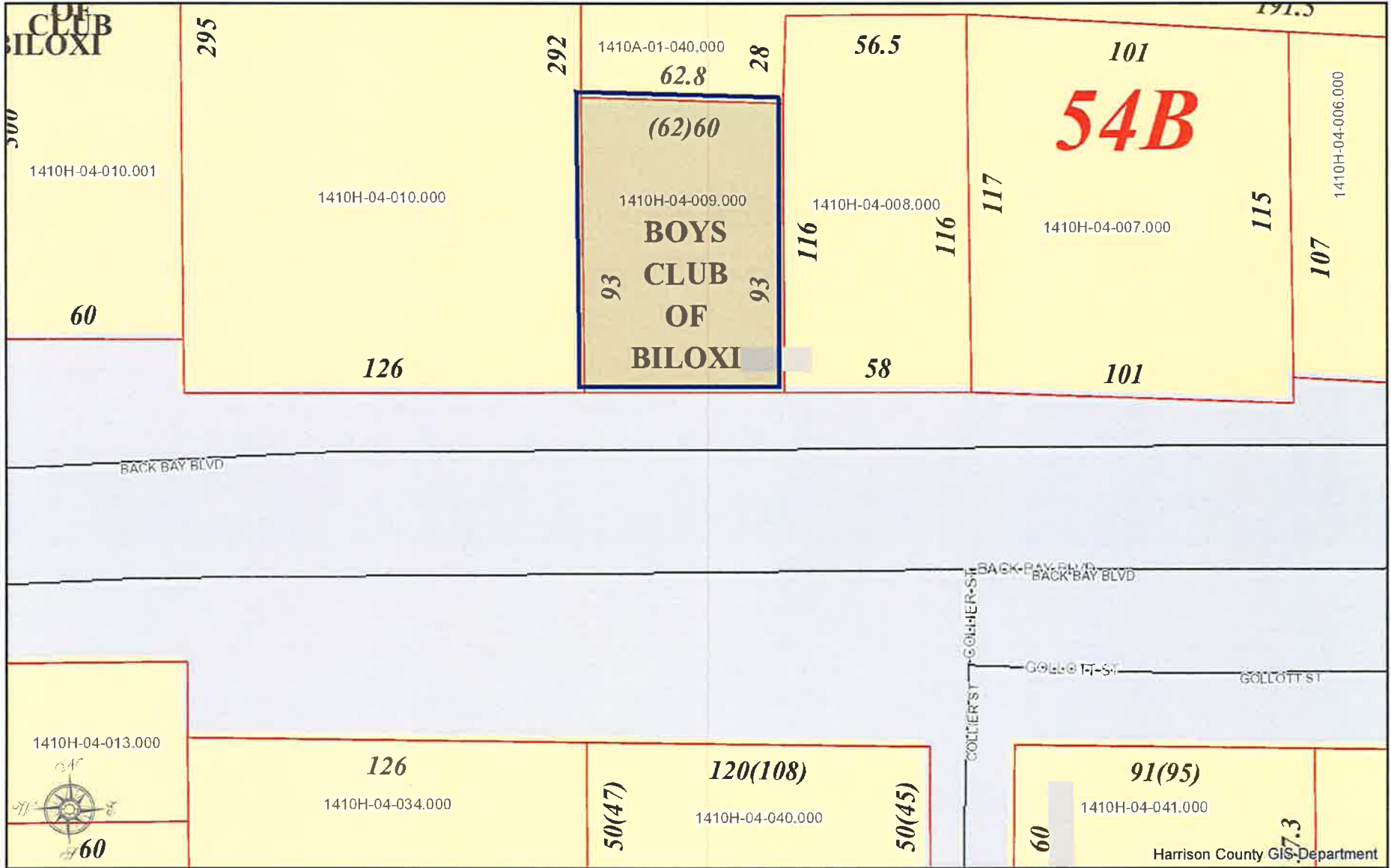
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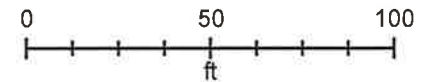
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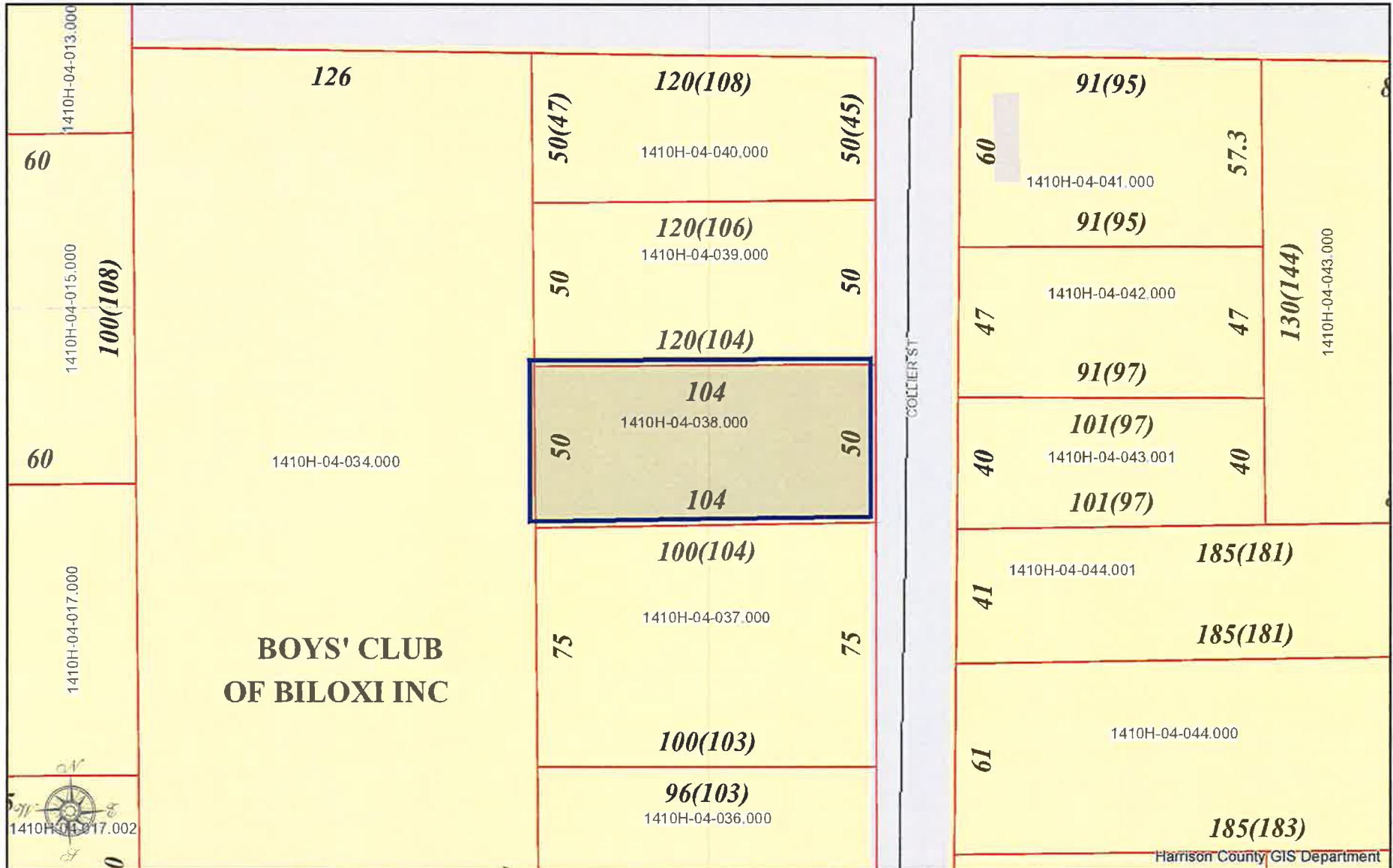
HARRISON COUNTY, MISSISSIPPI

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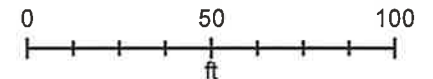
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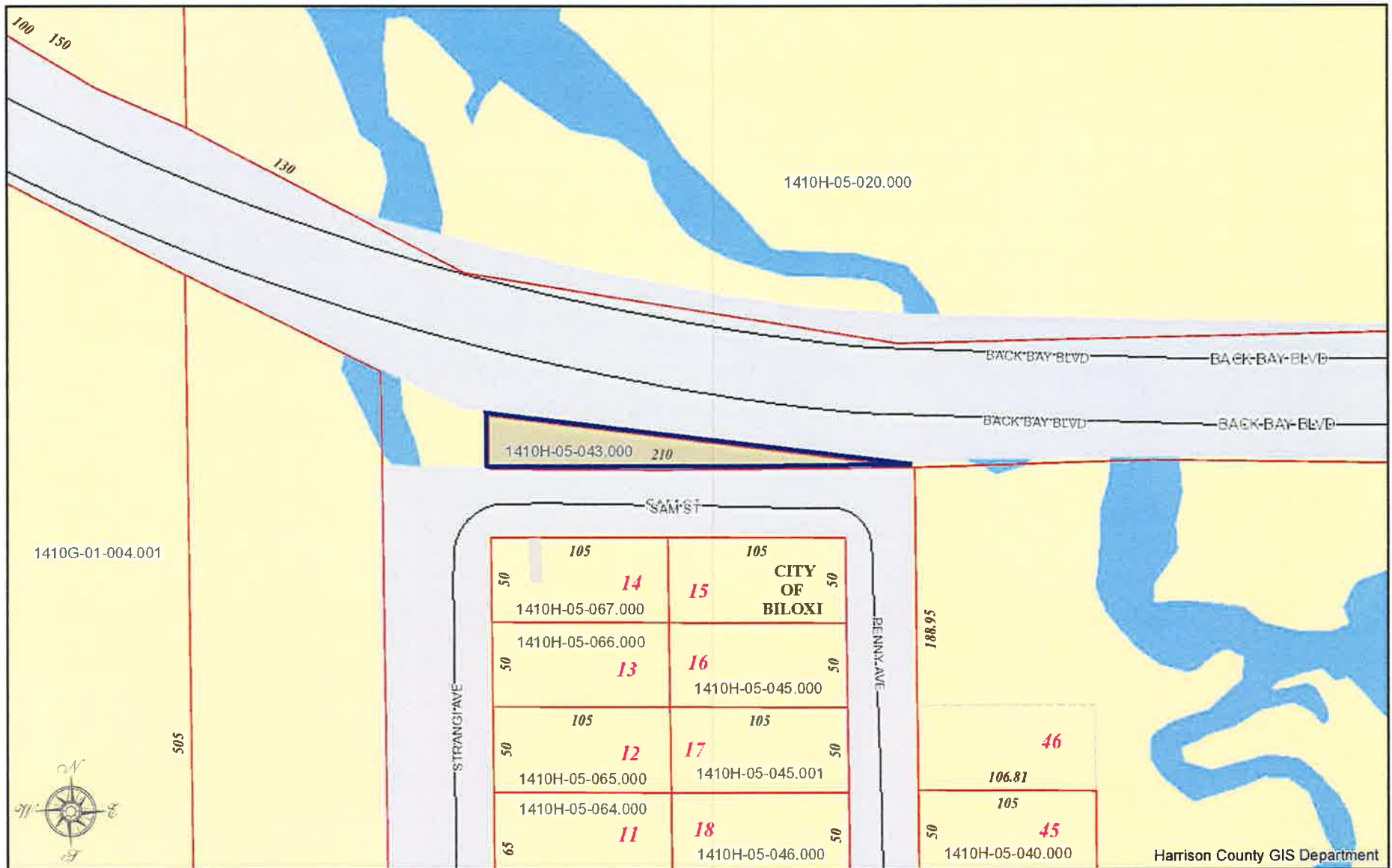
HARRISON COUNTY, MISSISSIPPI

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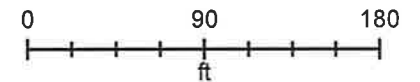
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HARRISON COUNTY, MISSISSIPPI

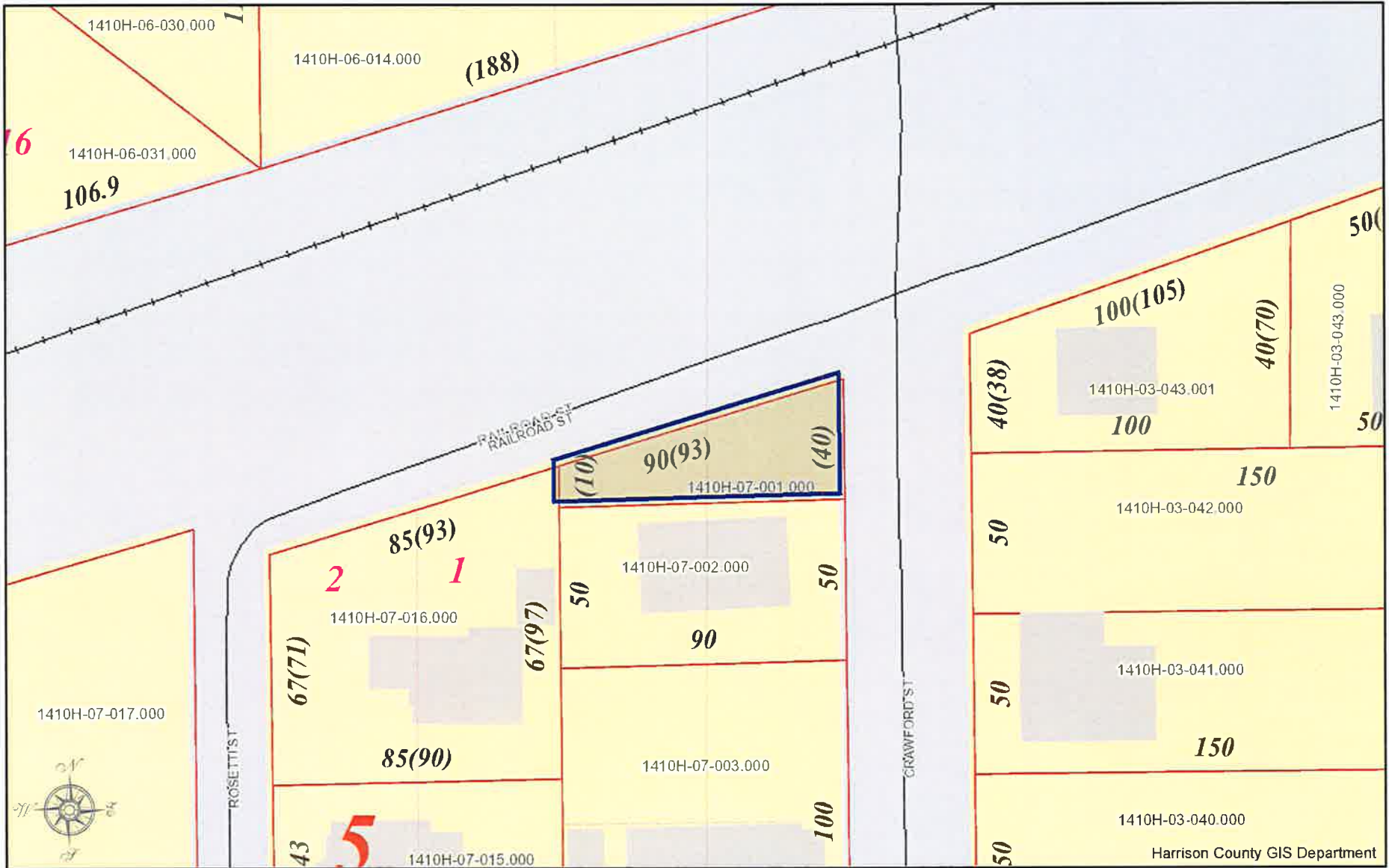
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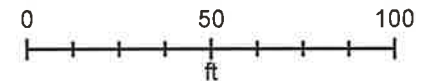
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HARRISON COUNTY, MISSISSIPPI

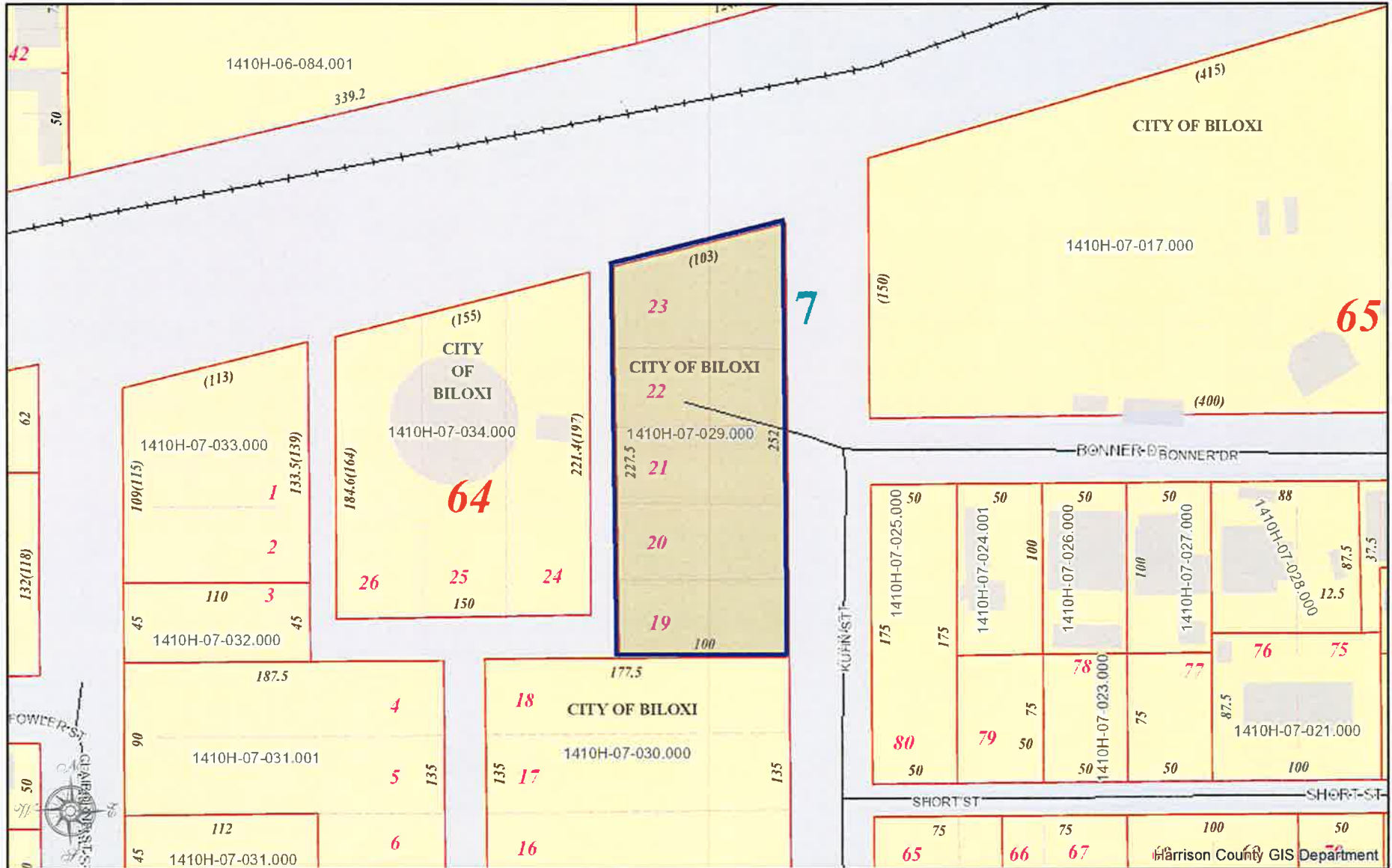
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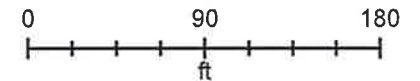
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HARRISON COUNTY, MISSISSIPPI

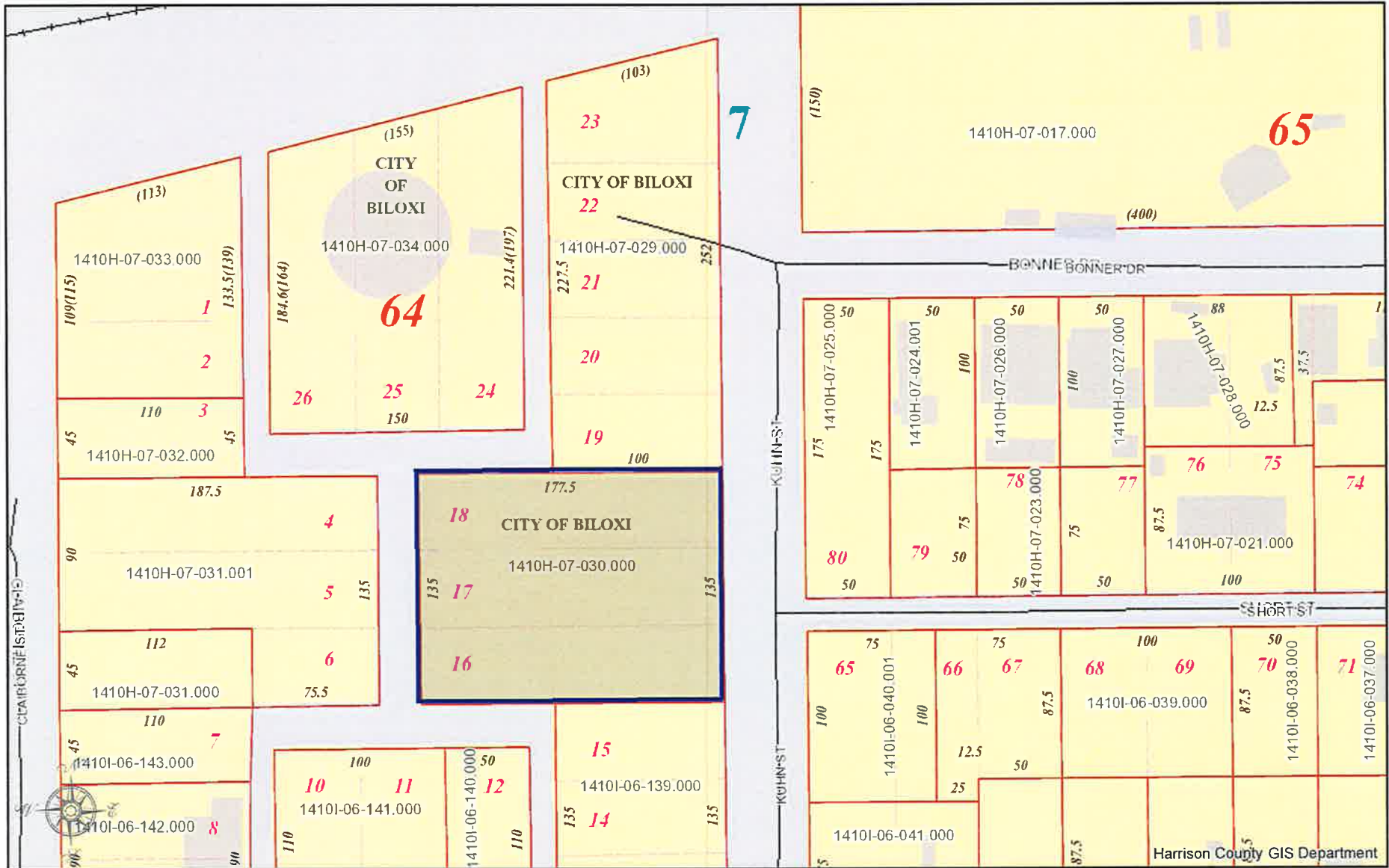
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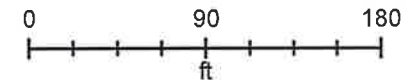
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HARRISON COUNTY, MISSISSIPPI

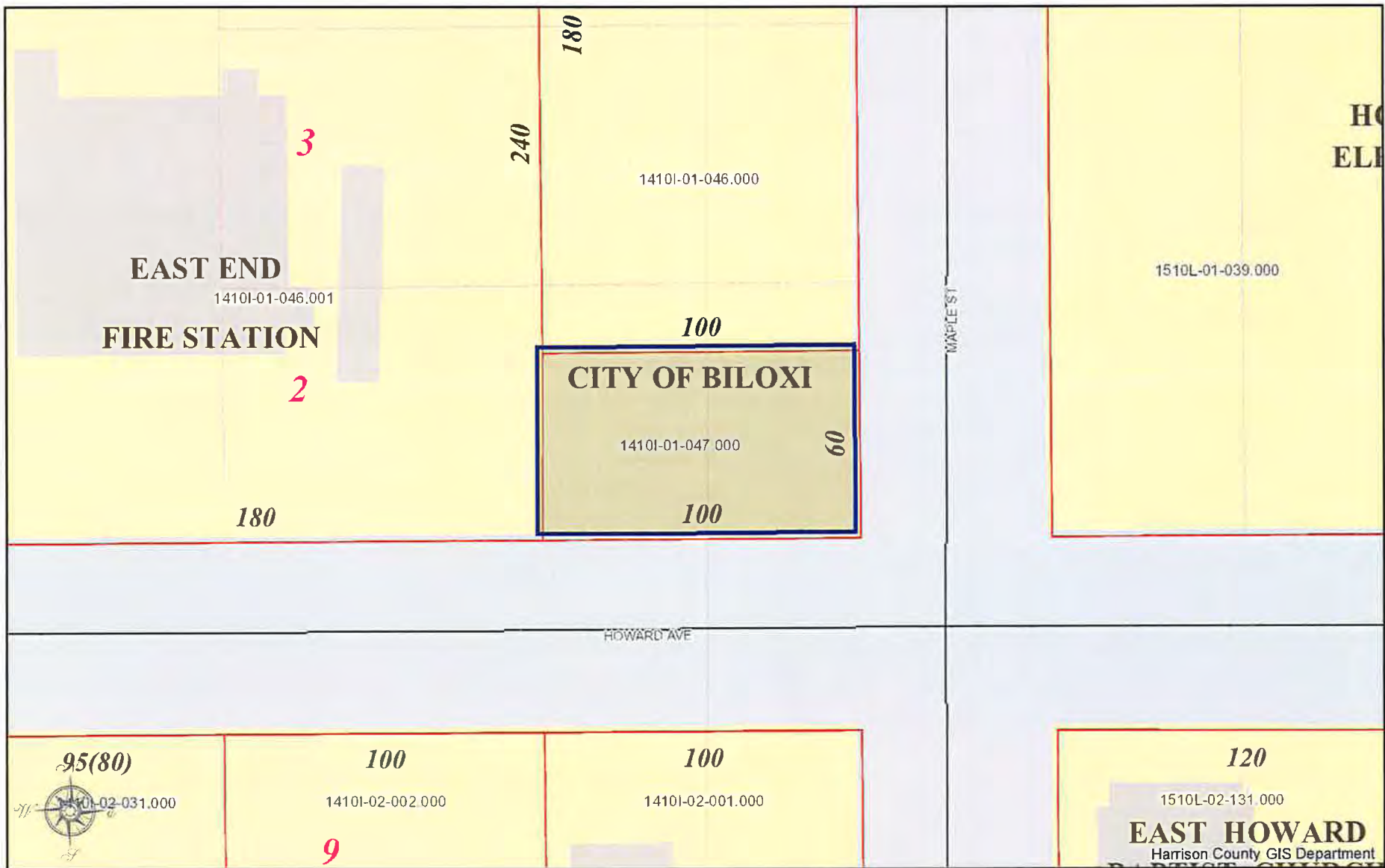
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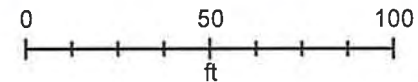
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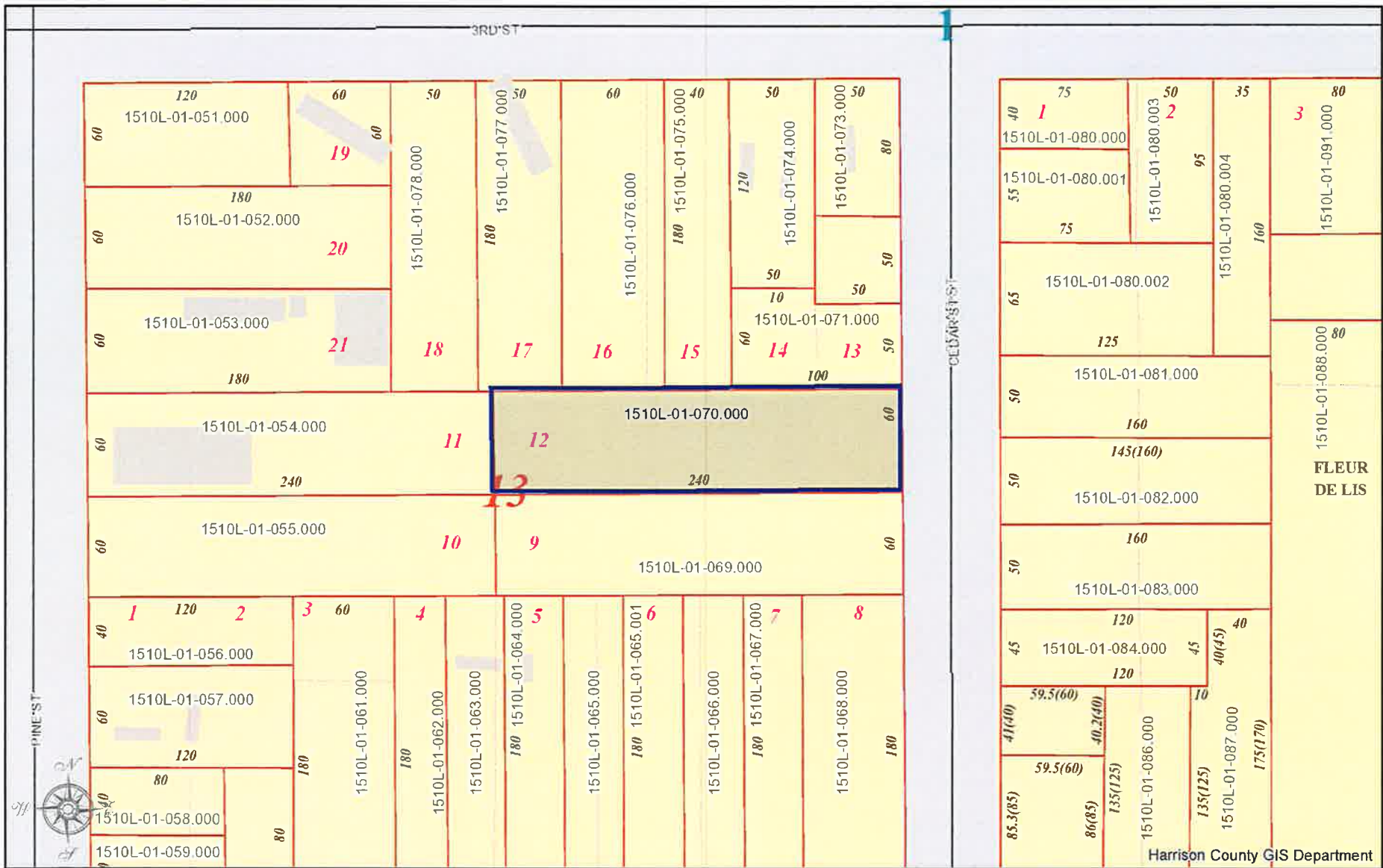
HARRISON COUNTY, MISSISSIPPI

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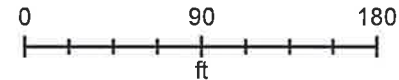
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HARRISON COUNTY, MISSISSIPPI

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Harrison County GIS Department

**AGREEMENT BY AND BETWEEN THE CITY OF BILOXI, MISSISSIPPI AND
_____ FOR PROPERTY MAINTENANCE**

THIS AGREEMENT (the "**Agreement**") is made by and between the CITY OF BILOXI, MISSISSIPPI (the "**City**"); and _____ (the "**Contractor**") (collectively, the "**Parties**"), and is effective as of the ____ day of _____, 2018.

W I T N E S S E T H:

WHEREAS, the City is in need of certain property maintenance services, including litter control prior, environmentally safe herbicide application, mowing, edging, string trimming, and blowing of curbs/gutters and sidewalks (if applicable), and removal of clumps of grass left behind in curbs/gutters or on sidewalks after mowing (collectively, the "**Services**"), for the parcels of property identified in Exhibit "A," (hereinafter, the "**Properties**");

WHEREAS, the City did advertise a Request for Proposals for the maintenance of the Properties;

WHEREAS, upon receipt and review of the proposals received, the City, in its sole and absolute discretion, has determined that based on the criteria stated in its Request for Proposals, Contractor's proposal best fulfills the requirements; and,

WHEREAS, Contractor has expertise and is in the business of providing such Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1) SERVICES PROVIDED. In exchange for the compensation described below, Contractor shall, on a monthly basis, provide certain property maintenance services, including litter control prior, environmentally safe herbicide application, mowing, edging, string trimming, and blowing of curbs/gutters and sidewalks (if applicable), and removal of clumps of grass left behind in curbs/gutters or on sidewalks after mowing.

2) COMPENSATION. For the Services rendered under this Agreement, Contractor shall be entitled to compensation by the City at the rates established in Exhibit "A." All rates listed on Exhibit "A," are on a per parcel basis and are for one (1) monthly service visit (the "**Service Rate**"). In the event that any of the Properties listed in Exhibit "A," are not serviced, in any particular month, for any reason, the Service Rate for such parcel shall not be invoiced by Contractor, or paid by the City. Similarly, in the event that the City requests any additional service visit to any of the Properties, Contractor shall invoice the City for an amount equal to twice the Service Rate for that particular month. The City reserves the right to remove any Property from Exhibit "A" and discontinue the Services for said Property upon notice to Contractor.

3) INVOICING. Contractor shall cause a monthly invoice to be delivered to the City, in a form deemed acceptable and sufficient by the City. All invoices shall be delivered to at Post Office Box 429, Biloxi, Mississippi 39533. Payment for the Services rendered under this Agreement will be due forty-five (45) days from date of invoice.

4) TERM.

- a) The Term of this Agreement shall be for one (1) year commencing _____, 2018 and terminating on _____, 2018, subject to subject to earlier termination as provided herein.
- b) This Agreement may be renewed for two (2) additional terms of one (1) year each, subject to the Biloxi City Council's approval.
- c) The term of this Agreement, or any renewal term thereof, shall not extend past the term of the current City Council of June 30, 2021.
- d) The term of this Agreement may be extended by mutual written agreement of the Parties.
- e) Any extension or renewal may be subject to approval by the Biloxi City Council.

5) TERMINATION.

- a) Termination for Convenience. Either Party may terminate this contract at any time with or without cause by giving the other Party thirty (30) days written notice of termination.
- b) Termination for Cause. Either Party shall have the right to immediately terminate this agreement, without penalty or prejudice to any other rights and remedies it may have, if:
 - i) the other Party fails to perform any material provision of this Agreement and the failure is not corrected within thirty (30) days after the other Party gives the defaulting Party written notice of the breach;
 - ii) the other Party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or
 - iii) the other Party suspends, discontinues or materially alters its business operations.
- c) Mutual Agreement to Terminate. This Agreement may be terminated at any time, including during the Initial Term, without penalties or prejudice, by mutual agreement of both parties in writing.

- d) Upon expiration or termination of the Agreement, the terms of this Agreement shall survive and will apply with respect to any dispute that may exist between the parties.

6) REMEDIES UPON DEFAULT. Termination by either Party of this Agreement shall not limit or otherwise effect the remedies of the non-defaulting or non-breaching Party against the defaulting or breaching Party. In the event that either Party is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations of warranties in this Agreement, the non-defaulting or non-breaching Party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available at law or in equity.

7) CONTRACTOR'S WARRANTIES.

- a) Services. For any Services provided under this Agreement, Contractor warrants as follows:

- i) The Services shall be performed with the degree of professional skill, sound practices, and good judgment normally exercised by contractors providing services of a similar nature, in conformance with all laws, regulations and governmental interpretations thereof.

- ii) In the event any Service performed is dissatisfactory to the City, Contractor shall, at the City's option, promptly correct or remedy the situation at Contractor's sole cost and expense. Contractor agrees to be responsible for any damage caused thereby and, at its sole cost and expense, to correct any such damage to any property owned by the City or any third Party occurring as a result of Contractor's corrective actions.

- b) Should Contractor fail or not promptly correct, remedy and/or re-perform any defective Services, then, in addition to its other rights and upon written notice, the City may, for Contractor's account and at Contractor's sole expense, take all steps necessary to correct, remedy and/or re-perform the defective Services and correct any additional damage resulting therefrom. The City may, at its option, offset the cost of all corrective measures from any monies due to Contractor, or charge Contractor directly for any or all such costs.

8) TIMELY COMPLETION AND DELAYS.

- a) Contractor shall perform its obligations hereunder with all due diligence and without delay; provided, however, that neither Party shall be liable for delays or non-performance caused by circumstances beyond its reasonable control, including labor disputes, fire, hurricanes, tornadoes, civil disturbances, or acts of God.

9) SUCCESSORS AND ASSIGNS. The City and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and

to the partners, successors, executors, administrators, and assigns, or such Party, in respect to all covenants of this Agreement. Nothing expressed or referred to in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto, nor shall it be construed as giving any rights, legal or equitable, benefits, remedies, or claims under or with respect to this Agreement or any provision of this Agreement, to anyone other than the City and Contractor.

10) RELATIONSHIP OF THE PARTIES. Contractor's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed as creating a partnership, agency, joint venture, employment or similar relationship.

- a) Contractor acknowledges that it and all its officers, employees, and agents is/are not an employee or agent of the City for any purpose whatsoever. Contractor shall be responsible for all applicable I-9 and work eligibility verification, earnings reports and tax payments to government agencies, such as the U.S. Internal Revenue Service and the Social Security Administration including payment of all wages due its employees, insurance premiums, license fees, fingerprinting costs, outfitting expenses, and all other obligations and/or expenses of Contractor relative to its employees in performance of the duties under this Agreement.
- b) Contractor acknowledges that its personnel are not entitled to receive any of the fringe benefits received by the City's employees, including but not limited to, Workers' Compensation Insurance.
- c) Contractor shall not have the authority to enter into any contract on the City's behalf, or to otherwise bind the City to any agreement, unless expressly authorized to so do in writing.
- d) Because Contractor is an independent contractor, the City has no direction or control over Services to be performed hereunder, nor over Contractor's personnel, and Contractor shall at all times remain the employer of its personnel performing the Services (and shall be liable for each of their actions, omissions or breaches). Contractor shall indemnify the City from any claim made by any of Contractor's personnel against the City alleging rights or benefits as an employee of the City.

11) INDEMNIFICATION.

- a) Contractor agrees to indemnify, defend, and hold harmless the City, all present and former the Biloxi City Council members, mayors, officers, directors, and/or employees, (collectively the "**Indemnified Parties**"), from and against losses that Indemnified Parties incur or may incur or suffer and to the extent that the losses arise out of or relate to: (i) Contractor's or Contractor Personnel's negligence or willful misconduct in the performance or nonperformance of Services under this Agreement; (ii) any defect in design, material, or workmanship of Services; (iii) any breach of this Agreement

including any breach of warranty or covenant and any misrepresentation related thereto by Contractor Personnel; or (iv) any injury or death to any person or damage to or destruction of property of the City, the City's employees, Contractor, Contractor's personnel, or third parties.

- b) Contractor shall, at its sole cost, defend all suits brought upon by such losses, and pay all costs and expenses incidental thereto, but the City, or any of Indemnified Parties, so sued shall have the right at its/their option, to participate in the defense of any such suit, without relieving Contractor of any obligations hereunder.
- c) Contractor's obligations to indemnify under this Agreement shall survive termination or expiration of this Agreement.

12) INSURANCE. Contractor shall, at its sole expense, obtain and maintain in full force and effect the insurance coverages as required by this Agreement throughout the Term of this Agreement.

- a) Contractor will, upon request from the City provide copies of all insurance policies insuring Contractor, including any professional liability insurance policies.
- b) Contractor shall provide the City with Certificates of Insurance demonstrating the coverages set forth herein prior to the commencement of any Services or supply of Goods pursuant to this Agreement.
 - i) Workers' Compensation insurance in accordance with the laws of the State of Mississippi covering all Contractor's employees, subcontractors, or their employees who may be engaged directly or indirectly in any work hereunder;
 - ii) Commercial General Liability insurance including Contractor's Protective and Completed Operations, covering bodily injuries and property damage with combined single limits of \$500,000.00 each occurrence and \$1,000,000.00 aggregate;
 - iii) Comprehensive Automobile Liability insurance, including operation of owned, non-owned and hired automobiles covering bodily injury and property damage with combined single limits of \$500,000.00 each occurrence;
- c) Contractor shall cause its insurers to waive all rights of subrogation against the City.

13) NOTICES. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt

requested, addressed and marked to the attention of the person (by name or title) designated below (or to such other address or person as a Party may designate by notice to the other parties)

The City of Biloxi, Mississippi:
The City of Biloxi, Mississippi:
Attention: Mayor A. M. Gilich, Jr.
140 Lameuse Street
Biloxi, Mississippi 39530

With mandatory copies to:

City of Biloxi, Mississippi
City Attorney / Contract Manager
Post Office Box 429
Biloxi, Mississippi 39533

Contractor:
Attention: _____

14) GOVERNING LAW AND JURISDICTION.

- a) Governing Law. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement.
- b) Jurisdiction. The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one Party initiates an action against the other or should a Party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

15) AMENDMENTS. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

16) ASSIGNABILITY. Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of the City. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Contractor.

17) NO WAIVER OF WARRANTIES. Notwithstanding any provisions to the contrary that may be found in this Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

18) NO WAIVER OF DAMAGES. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi's recovery in any manner shall be of no force or effect.

19) WAIVER OF JURY TRIAL. the City of Biloxi shall not be subject to the terms of any provision or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

20) FORCE MAJEURE. Neither Party shall be liable for failure to perform or delay in performing any obligation under the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("**Force Majeure**"). If such delay or failure continues for at least sixty (60) days, then either Party may provide written notice to terminate the Agreement; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.

21) SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability, and such invalidity or unenforceability shall not affect any other provision of this Agreement. If necessary, the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.

22) AUTHORITY. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

23) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent, memorandum of understanding or other such non-binding document).

24) ARBITRATION. the City of Biloxi shall not be subject to the terms of any provision any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

25) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BILOXI:

CONTRACTOR:

CITY OF BILOXI, MISSISSIPPI

By: _____

Name: A.M. Gilich, Jr.

Title: Mayor

By: _____

Name: _____

Title: _____

ATTESTED TO BY:

Municipal Clerk

EXHIBIT "A"

PROPERTY LIST AND SERVICE RATES

Contractor shall provide once monthly service to each property identified below. Each service visit shall include litter control prior to mowing, environmentally safe herbicide application as necessary, mowing, edging, string trimming, and blowing of curb/gutter and sidewalk (if applicable). Each service visit shall ensure there are no clumps of grass left behind in curb/gutter or sidewalk.

Tax Parcel	Address or Description of Location	Monthly Service Rate
1009A-02-001.062	SE Corner of Pin Oak Dr. & Riviere Vue Dr.	
1009A-02-011.000	Riviere Vue Dr.	
1108D-01-011.001	12687 Lorraine Road	
1109H-01-091.000	Biglade Drive	
1109I-01-016.000	2264 Baywood Drive	
1109I-01-020.000	2269 Sabrina Drive	
1110B-02-059.000	Bay Vista Drive	
1110F-03-045.000	364 Lakeview Avenue	
1110F-03-051.000	336 Fairview Drive	
1110F-03-070.000	341 Fairview Drive	
1110H-01-026.000	Stelly Drive	
1110H-02-002.000	Popps Ferry Road	
1209C-01-025.001	Popps Ferry Road	
1209K-01-015.000	Royal Drive	
1209K-01-015.005	Royal Drive	
1210A-02-085.000	1713 Thomas Jefferson Drive	
1210A-02-086.000	1711 Thomas Jefferson Drive	
1210A-02-090.031	James Buchanan Drive	
1210D-02-049.000	Alice Drive (behind 363 Tanglewood Drive)	
1310D-01-013.000	1609 Sunset Avenue	
1310H-02-034.000	290 Querens Avenue	
1310I-01-033.000	Porter Avenue	
1410B-03-016.000	Corner of Keller Avenue & Suarez Street	
1410B-03-023.000	Corner of Lee Street and Suarez Street	
1410B-03-052.000	Intersection of Lee Street, Bayview Avenue & Back Bay Boulevard	
1410B-03-061.000	Heidenheim Avenue	
1410B-04-015.00	N Country Club Lane (south of 411 Heidenheim)	
1410E-01-010.000	875 Elk Street	
1410E-01-010.001	Callaivet Street	
1410E-01-010.003	Callaivet Street	
1410E-01-065.000	Callaivet Street	
1410E-02-019.008	Callaivet Street	

1410E-02-019.009	Callaivet Street	
1410E-02-019.010	Callaivet Street	
1410E-02-019.011	Callaivet Street	
1410E-02-019.012	Callaivet Street	
1410E-02-019.013	Callaivet Street	
1410E-02-019.014	Callaivet Street	
1410E-02-019.015	Callaivet Street	
1410E-02-019.016	Callaivet Street	
1410E-02-019.017	Callaivet Street	
1410E-02-019.018	Callaivet Street	
1410E-02-019.019	Callaivet Street	
1410E-02-019.020	Callaivet Street	
1410E-02-019.021	Callaivet Street	
1410E-02-019.022	Callaivet Street	
1410E-02-019.023	Callaivet Street	
1410E-02-019.024	Callaivet Street	
1410E-02-019.025	Callaivet Street	
1410E-04-013.000	Division Street	
1410E-05-004.000	Iroquois Street	
1410F-01-038.000	1006 Division Street	
1410F-01-079.000	Elmer Street	
1410F-02-007.000	228 Nixon St	
1410F-03-034.000	Midway Street	
1410F-03-093.000	Delauney Street	
1410F-04-002.000	Bradford Street	
1410F-05-039.000	320 Croesus Street	
1410F-06-033.000	246 Magnolia Street	
1410G-01-017.000	Division Street	
1410G-03-018.000	Holley Street	
1410G-03-095.000	243 Keller	
1410G-05-036.001		
1410G-06-081.000	227 Spanner Lane	
1410H-04-009.000	Back Bay Boulevard	
1410H-04-038.000	Collier Street	
1410H-05-043.000	439 Sam Street	
1410H-07-001.000	Crawford Street	
1410H-07-029.000	Kuhn Street	
1410H-07-030.000	Short Street & Kuhn Avenue	
1410I-01-047.000	Howard Avenue & Maple Street	
1510L-01-070.000	159 Cedar Street	
	All areas under the I-110 Overpass from Hopkins Boulevard to Bayview Avenue	

