



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR BID

2021-11: LAWN CARE SERVICES

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, MARCH 25 at 3:00 p.m. CST

AND RECEIVED AT:

***COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101***

Company Name

Direct Contact Name

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this bid/proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of this Request for Bid and all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2021-11 LAWN CARE SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 p.m. on Thursday, March 25, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at jbryant@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: Feb 28, March 7 & 14
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the provisions of this Request for Bid in the provision of lawn care services for the Cole County Sheriff's Department. The Sheriff's Department is located at 350 East High Street, Jefferson City, Missouri.
- 1.2 **MANDATORY PRE-PROPOSAL MEETING.** A mandatory pre-proposal meeting will be held at 10:00 a.m. CST on Wednesday, March 10. Participants shall meet in the Cole County Sheriff's Department Conference Room, 350 East High Street, Jefferson City, Missouri and will participate in a tour of the area. Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative's signature on the attendance roster. This meeting will provide an opportunity for potential respondents to view the site of work and ask any questions on the requirements of Cole County prior to submitting a response.
- 1.3 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications which are not addressed during the mandatory pre-proposal meeting must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant, Purchasing Agent
jbryant@colecounty.org

Contact with any other County employee regarding this solicitation is expressly prohibited without prior written consent. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.4 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecountypurchasing.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. The County assumes no liability if a contractor fails to incorporate

addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.5 RESPONSE PREPARATION.

- Responses must be made upon prescribed forms attached to these Specifications;
- Responses must be submitted in a **sealed box or envelope identified by bid number, bid title, and bid opening date/time**. Only sealed submissions will be considered, all bids otherwise submitted will be rejected as irregular;
- Responses shall be complete and signed by an official authorized to obligate the agency or company submitting the response;
- Submissions shall include **one (1) complete original and two (2) exact duplicates**.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

- 1.6 BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, March 25 at 3:00 p.m. CST. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

2.0 TERMS AND CONDITIONS

- 2.1 INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new or purchase off of cooperative purchasing contract(s); and to accept or request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission. Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **CONFLICT OF INTEREST.** In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no other contractual relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual relationship which creates such conflict.
- 2.9 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.10 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder or bidders whose offer(s) best responds to the quality, capacity, and service requirements of Cole County, as determined by Cole County.
- 2.11 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered.
- 2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.15 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.

- 2.16 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.17 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.18 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.19 **CHANGE ORDERS.** The final contract between Cole County and the awarded party(s) will include, by reference, the awarded party's response and the specifications contained in this solicitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work and the correction of such work shall be at the awarded party's expense. No other individual is authorized to modify the contract in any manner.
- 2.20 **PERMITS.** All tasks must be carried out in accordance with all applicable laws and regulations. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, and/or inspection required by any governmental agency for the provision of the services described herein. Reimbursements to the awarded party will be at actual cost.
- 2.21 **ISRAEL.** The Contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 2.22 **CONTRACT TERMINATION.**
- 2.22.A **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

2.22.B TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.23 INSURANCE REQUIREMENTS. The Contractor shall carry Worker's Compensation and Employer's Liability Insurance Coverage, as required by law. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations are performed by the Contractor or by any sub-contractor or by anyone directly employed by them, or by anyone whose acts may render them liable. Cole County shall be named as an additional insured party and a copy of such insurance must be provided prior to beginning any work. Cole County reserves the right to require higher or lower limits where warranted. The minimum amounts of insurance shall be as follows:

Bodily Injury Liability:	\$1,000,000 Each Occurrence
Property Damage Liability:	\$1,000,000 Each Occurrence \$1,000,000 Aggregate \$1,000,000 General Aggregate
Products-Completed Operations Aggregate Limit:	\$1,000,000

2.23.1 PROOF OF INSURANCE. The Contractor shall furnish Cole County with a Certificate of Insurance which names the County as additional insured in amounts as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the County has determined that the contract is complete.

2.23.2 HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, the Contractor shall indemnify and hold harmless Cole County, its officers, agents and

employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, or of anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County from its own negligence.

3.0 SCOPE OF SERVICES

- 3.1 The Cole County Sheriff's Department is requesting pricing to provide lawn care services surrounding the Law Enforcement Facility located at 350 E High Street, Jefferson City, Missouri; along with snow and ice removal services.

These services would include:

- Mowing grass
- Weed eating
- Edging the sidewalks
- Removal of all clippings from the lawn and sidewalks
- Applying fertilizer (when needed)
- Snow removal
- Ice treatment

The Contractor shall furnish all labor, materials, and equipment necessary to perform the lawn care, snow and ice services maintenance. It shall be the Contractor's responsibility to verify the areas, sizes, and quantities of the surfaces and items to be maintained within the RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in the Contractor's proposal.

The Contractor is to ensure all proper safety equipment is used and guards are in proper position on all equipment.

- 3.2 **TERM.** The successful bidder shall be able to provide lawn care, snow and ice removal services within seven (7) calendar days of bid award, if needed. It is the intent of Cole County to establish a one-year contract, from the date of award, with the option for renewal, under the same terms and conditions, for up to two (2) additional one-year periods beyond the initial term. Any renewal shall be at the option of the Cole County Commission.

- 3.3 **CONTRACTOR QUALIFICATIONS.** The successful contractor must be properly licensed to do business within Cole County, shall be fully insured and shall have been in the lawn care, snow and ice removal maintenance business commercially for a minimum of two (2) years.

The County reserves the right to check all references furnished and consider the responses received in determining the award of this bid. Historical information may also be considered as well as references not provided by the bidder.

The bidder's personnel and management to be utilized in this service shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be

deemed necessary to ensure the competent persons will be utilized in the performance of the contract.

3.4 **CONTACT PERSON.** The successful contractor will assign a contact person as the individual that the County is to communicate and deal with. Said person shall be available to talk with the County personnel during normal business hours.

3.5 **COMPENSATION.** The successful respondents shall not be allowed any extra compensation by reason of any matter or thing resulting from respondents' failure to be fully informed prior to bidding.

Monthly invoices shall be submitted to the County by the end of each month. Invoices shall be itemized with date(s) of each mowing, etc.

3.6 **HOURS OF SERVICES.** Mowing can take place any day, but can ONLY be during daylight hours. Snow removal and de-icing can be any day at any time.

3.7 **EQUIPMENT.** The contractor assumes responsibility for all loss or damage caused by theft, fire, tornado, flood, freezing, etc. to the materials and equipment that which the work of this contract is to be done. The contractor has the privilege to insure in full or in part against such loss or damage, responsibility for which is here assumed.

All bids shall include the following:

- A list of equipment (number and sizes of each) to be used; and
- The number of staff needed to fulfill the requirements of this contract.

3.8 **PROPERTY DAMAGE.** Any damage to County property (including property belonging to staff, visitors, etc.) must be reported immediately to Cole County. Repairs to damaged property will be at the contractor's expense.

3.9 **CONTRACTOR EMPLOYEES.** Names, dates of birth, social security numbers, driver's license numbers, and fingerprint samples of all employees who do work in conjunction with this contract may be required to any time by Cole County. Any employee of the successful respondent may be subject to a background investigation and security check, as is normally required for personnel of Cole County. Cole County reserves the right to deny any person for any reason, at the sole discretion of the County, and without a hearing or appeal.

Subcontracting will NOT be permitted; all workers shall be employees of the contractor.

The use of alcohol, illegal drugs and profanity is prohibited on County property. Tobacco products may be used only in designated areas.

The following Dress Code is expected to be adhered to:

- Shirts or T-shirts are to be worn at all times
- No unsightly logos on shirts such as Beer Advertising, Tobacco, etc.
- Jamaica length shorts allowed during extreme weather

3.10 **MOWING REQUIREMENTS**

3.10.1 **GRASS HEIGHT.** The lawn shall be mowed when the grass reaches an average height of four (4) inches. Grass shall be cut to a height of no less than 2.5 inches. Anticipated mowing

schedule is once weekly April through June and bi-weekly July through October. Mowing schedule may need to be altered as required by climatic conditions.

- 3.10.2 **DEBRIS.** Prior to each mowing, all litter and debris shall be removed from the lawn.
- 3.10.3 **MOWING PATTERNS.** Mowing patterns are to be changed regularly to prevent scalping and erosion/ruts in the lawn. In the event any of these situations occur, the contractor shall be responsible to repair and re-seed.
- 3.10.4 **EDGING.** Contractor must edge along sidewalks, buildings, curbs, and all other obstacles on the site.
- 3.10.5 **HARDSCAPES.** All clippings shall be swept or blown from hardscapes after each mowing to include sidewalks, parking areas, driveways, and streets adjacent to mowing areas. Likewise, grass is not to be thrown onto buildings, cars, etc.

3.11 **SNOW & ICE REMOVAL REQUIREMENTS**

- 3.11.1 **SNOWFALL.** Plowing and salting of all paved areas, entrances, and de-icing of all walkways during storms, to permit access and movement to staff. It is the contractor's responsibility to return to the property to keep the entrances, driveways, and sidewalks free of snow and ice. At no time shall there be a hazardous safety condition.
- 3.11.2 **SLIPPERY CONDITIONS.** When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for applying ice melt, which must be spread on sidewalks and walkways and salt must be spread onto all the parking lot areas.
- 3.11.3 **APPROVED AREAS.** Contractor will pile snow in areas approved by the Sheriff's Department. This must be accomplished by blocking minimum parking area.
- 3.11.4 **ADDITIONAL SALTING/DE-ICING AND SHOVELING.** As requested by the Sheriff's Department, the contractor may be asked to provide additional salting, de-icing, and/or shoveling at the Cole County Law Enforcement Center. This would be in addition to the normal storm accumulations specifications and should be considered to cover the same areas but only when requested by the Sheriff's Department. This request would be required to be fulfilled within 1 hour of the call.

BIDDER RESPONSE FORM
2021-11 LAWN CARE SERVICES

PRICING MUST INCLUDE ALL COSTS ASSOCIATED WITH COMPLETING THE WORK WITHIN THE RFP.

Cost per mowing: \$ _____

Cost per snow removal: \$ _____

Cost per de-icing: \$ _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he/she is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

REFERENCES
BID NUMBER 2021-11
LAWN CARE SERVICES

To be considered qualified by the County for the work contemplated herein, the respondent must have had completed a minimum of five (5) projects of similar size and scope over the past five (5) years. For the purpose of verifying quality of service, please list customer references that the County may contact.

REFERENCE ONE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

REFERENCE TWO

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

REFERENCE THREE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

REFERENCE FOUR

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____

REFERENCE FIVE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Contract Period: _____