



CITY OF HALLSVILLE REQUEST FOR PROPOSAL

TITLE: GRASS MOWING

RFP NUMBER 23-01

RFP ISSUE DATE: JANUARY 10, 2023

PROPOSAL DUE DATE: FEBRUARY 10, 2023

PROPOSAL DUE AT OR BEFORE 3:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the City Administrator located at 202 Hwy 124-E, Hallsville, MO 65255. This document may be viewed and/or downloaded from the City of Hallsville's website at <https://Hallsvillemo.org>. If you have any problems accessing the documents, you may contact City Hall at cityhall@hallsvillemo.org.

CITY OF HALLSVILLE REQUEST FOR PROPOSALS

Grass Mowing – RFP #23-01

The City of Hallsville, Missouri is seeking proposals for grass mowing and possible ballfield maintenance. The lots vary in location and size within the City of Hallsville. Below is a list of the various locations that would need mowing:

1. City Hall
2. Park
3. Community Center
4. Maintenance Shop
5. Alleyways

The ballfield is located at Tribble Park. The City has its own equipment, if needed, to maintain ballfield.

The City is looking for the following separate bids:

- 1) Mowing locations specified with bidders' own equipment on a weekly or completed basis.
- 2) Mowing locations specified with City's equipment on a weekly or completed basis.
- 3) Maintenance of ballfield in Tribble Park, including trimming and dragging the field.

Request can contain all three bids, two, or one of the above bid requests.

Bid specifications may be obtained from Hallsville City Hall, 202 Hwy 124-E, Hallsville, MO 65255, or via the City's website (www.hallsvillemo.org). If you cannot access on the website, contact through email cityhall@hallsvillemo.org for a copy.

Sealed bids proposals shall be delivered to the above address no later than 3:00 p.m. CST, February 10, 2023. Proposals will be publicly read aloud in the Board Meeting at City Hall, February 10, 2023 at 7:00 p.m..

One original of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must identify the contractor and be addressed to:

City of Hallsville
P.O. Box 170
Hallsville, MO 65255

The Hallsville Board of Aldermen reserves the right to reject any bids and to waive all irregularities. The final decision on the award of the bid will be made by the Board of Aldermen.

A. OVERVIEW

1. REQUEST FOR PROPOSALS

The City of Hallsville, (hereinafter known as the “City”), Boone County, Missouri, is seeking sealed bid proposals for grass mowing. These properties are in various locations and lot sizes within the City of Hallsville. Below is a list of the various locations:

1. City Hall
2. Park
3. Community Center
4. Maintenance Shop
5. Alleyways

The ballfield is located at Tribble Park. The City has its own equipment, if needed, to maintain ballfield.

The City is looking for the following separate bids:

- 1) Mowing locations specified with bidders’ own equipment on a weekly or completed basis.
- 2) Mowing locations specified with City’s equipment on a weekly or completed basis.
- 3) Maintenance of ballfield in Tribble Park, including trimming and dragging the field.

Request can contain all three bids, two, or one of the above bid requests.

The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm, (hereinafter “Contractor”), desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. PROPOSAL DELIVERY PROCEDURES

Sealed proposals shall be delivered to:

Kenyetta Ridgway-Sample, City Administrator
City Hall
202 Hwy 124-E
Hallsville, Missouri 65255

No, later than 3:00 p.m. CST, on February 10, 2023. Sealed envelopes should be clearly labeled “Proposal for Grass Mowing”, with the Contractor’s name on the envelope. One original of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be

accepted. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

3. WITHDRAWALS, DECLINATIONS

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to Kenyetta Ridgway-Sample no later than the time of opening as specified in section A.4 below.

4. PROPOSAL OPENING PROCEDURES

The opening of all proposals shall commence at 7:00 p.m. CST, on February 10, 2023, at the Hallsville City Hall, 202 Hwy 124-E, Hallsville, Missouri.

5. COMPETENCY OF CONTRACTORS

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate the Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

6. PRE-PROPOSAL MEETING

A pre-proposal meeting can be scheduled to view the various sites by calling City Hall at 573-696-3885.

Any questions that arise shall be directed in writing or by email to:

Kenyetta Ridgway-Sample, City Administrator
P.O. Box 170
Hallsville, MO 65255
cityhall@hallvillemo.org

The written questions, along with the City's responses, shall be circulated to all known potential Contractors of record who hold RFPs without identifying the party submitting the questions. The cut-off for receipt of written questions shall be February 6, 2023, at 12:00 p.m. CST, to facilitate the preparation of an addendum. No inquiry received after that time will be given consideration. Replies and/or addenda, in response to written questions, will be emailed to all known potential Contractors by February 7, 2023. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

7. RFP PACKAGE

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

- A. Overview
- B. General Instructions
- C. General Information
- D. General Specifications

Appendices:

Appendix A	Company Information Sheet
Appendix B	Request for Price Quotation
Appendix C	Reference Schedule
Appendix D	Bid Specifications

8. INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from the Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. REJECTION; WAIVERS

The City reserves the right to reject any and all proposals; waive formalities, technical requirements, and/or deficiencies and irregularities; solicit new proposals, or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the Contract to the Contractor that, in the City's judgment, best serves the needs and interests of the City and its residents at the lowest price.

B. GENERAL INSTRUCTIONS

1. PROPOSAL PACKAGE

It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract, with the successful respondent, agreeing to provide grass mowing within the various locations in the City of Hallsville. The City reserves the right to further negotiate the terms of any Agreement to provide all or part of the services contained in the RFP.

2. FORMAT FOR SUBMISSIONS

A properly prepared proposal shall consist of:

- 1) company information (Appendix A)
- 2) request for price quotation sheet (Appendix B)

- 3) reference schedule (Appendix C)
- 4) bid specifications (Appendix D)

Proposals should also contain a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the Contractor by signature. Failure to submit all the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to provide additional information or give an oral presentation of their proposal later.

All price quotation sheets and schedules must be correctly filled in, using ink, or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

3. MINIMUM SPECIFICATIONS: DEVIATIONS

The specifications included in this package shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives. If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations contained therein prior to deciding on the awarding of a Contract. The City shall be the sole and final judgment as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. CONTRACTOR INFORMATION

The Contractor shall furnish the following information (Appendix D, Schedule).

- (a) A list of areas or municipalities in the State of Missouri for which the Contractor furnishes or has to provide lawn services over the period of at least the last three years.
- (b) A Contractor qualification statement. If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor.

The contractor should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. EVALUATION CRITERIA

The City will evaluate proposals about qualifications and experience, ability to provide services within the identified schedule, equipment, services offered, proposed enhancements to the specifications, and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as outlined in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. USE OF CITY’S NAME

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of the City of Hallsville for public advertising, unless express written permission is granted by the Mayor of the City of Hallsville or his designated representative.

8. TIME SCHEDULE

The City expects to adhere to the following schedule:

*	Issue RFP:	January 10, 2023
*	Deadline for Receipt of Written Questions:	February 6, 2023
*	Proposals Due By:	February 10, 2023
*	Opening of Proposal:	February 13, 2023, 7:00 p.m.
*	Award of Contract	March 13, 2023

C. GENERAL INFORMATION

1. PURPOSE OF THIS SECTION

Descriptions of the grass mowing, equipment, and supplies are provided only as orientation. The General Specifications are the City Requirements for the Contract that may be let and are not necessarily duplicative of the current programs.

2. DESCRIPTION OF THE RESIDENTIAL AREA OF THE CITY

The City of Hallsville is an established community located in Boone County. The Contract for services shall be limited to grass mowing of lots of the City of Hallsville and/or ballfield maintenance.

D. GENERAL SPECIFICATIONS

1. INTENT

The City intends to obtain a contractor for grass mowing, horticultural maintenance, cleanup as designated in each service area, and the list of locations, when necessary and ballfield maintenance. This RFP intends to ensure that any such operation problems are corrected within twenty-four hours of notice (except in emergencies).

2. SCOPE OF WORK

Services to be rendered include but are not limited to the following:

- Contractor to mow grass, trim weeds, and blow off debris from sidewalks and drives.
- The finished cut height of grass shall be between two and three-inch. There shall be no scraping of the lots.
- Grass clippings are to be cleaned up, not into gutters, streets, or neighboring property.
- Light trash and debris are to be picked up and removed from the lot(s) prior to mowing grass and weeds.
- Trimming and edge as needed.
- Equipment operators must wear at all times highly visibility reflective safety vest or shirts while operating equipment.

Separate bid for ballfield maintenance.

- Tilling of ballfield
- Dragging of ballfield

3. REQUIRED SERVICES

City's representative to conduct an inspection at a frequency at the discretion of the City. The City reserves the right to revise its services schedule.

- a. The City shall establish season start and season end dates.
- b. The City shall establish how often lots are mowed.
- c. The City reserves the right to change how often lots are cut with 48 hours' notice to the contractor.
- d. Pricing as submitted on the contractor's bid shall remain in effect during the entire course of the contract.
- e. Contractor shall invoice and deliver or email an invoice to the City Administrator, no later than Monday of the following week.

f. Invoices shall state each address mowed and date of mowing.

4. DURATION AND SCOPE OF CONTRACT

The Contract for services shall include a (2) year landscape service maintenance agreement, with an optional 1-year extension.

The City shall have the option to renew the term of the Contract annually. The City must exercise the said option by notice in writing to the Contractor no later than thirty (30) days prior to the expiration of the term of the Contract. In the event of such extension, all terms and conditions of the Contract shall be in full force and effect during the extension period.

5. CONTRACTOR TRANSITION

Successful Contractor shall not commence services described herein until written notification to proceed has been issued by the City.

6. WITHDRAWAL OF BIDS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the City in writing of its withdrawal. The notice must be signed by an appropriate authorized official of your firm. Your firm may thereafter submit a new or modified proposal if it is received at the City no later than the deadline.

7. DEFAULT PROVISION

In case of default by the bidder or contractor, the City of Hallsville may procure the services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

8. ENDORSEMENT PROHIBITION

The successful bidder is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the Mayor of Hallsville.

9. REPRESENTATIONS

Contractor warrants that the services furnished under the Agreement shall conform to the requirements of the Agreement. The contractor will, at its sole cost and expense, promptly perform any and all corrections of error that occur as a result of its own, its contractors' or subcontractors' negligence, make any corrections and modifications necessary or desirable to cure any non-conformity with the specifications.

10. EQUIPMENT, TOOLS, SUPPLIES

The contractor will supply all labor, material, tools, equipment, and supplies necessary to perform services. The Contractor is responsible for providing proper equipment, tools labor, instrumentalities, materials, transportation, support services, and insurance required. Work to be performed comprises general landscaping services, horticultural maintenance, and cleanup of landscape areas as designated in

each service area list of locations. The contractor is not required to purchase, rent, or hire any equipment, tools supplies, offices, transportation, personnel, insurance, or instrumentalities from the City. The City does own commercial mowers that can be used. Insurance would still be required. Specify in bid proposal if City equipment would be used or Contractors.

11. INDEMNITY OBLIGATIONS OF CONTRACTOR

To the fullest extent permitted by law, the Contractor agrees to protect, indemnify, defend and hold the City, officers, employees, agents, and representatives, and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs, and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with a – any breach of the Agreement, b – any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by contractor, contractor's employees, subcontractors, agents, representatives or assigns (collectively, "Contractor's Agents") in the performance or non-performance of the professional services required to be performed by Contractor under the Agreement; or c – the City enforcement of its rights under this indemnity provision. The contractor agrees that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event, both the City and Contractor are named as defendants in the same civil action, and the City determines that a conflict of interest exists between the parties, the Contractor will agree to provide, at its own cost, independent counsel for the City. The City may, at its option, designate its Special Counsel as equal participating counsel in any litigation wherein Contractor defends the City.

12. APPLICABLE LAWS AND REGULATIONS

The contractor shall be construed according to the laws of the State of Missouri. The contractor shall comply with all applicable federal, state, and local, laws, regulations, codes, and requirements relating to the performance of the contract.

The contractor must register and maintain good standing with the Secretary of State of Missouri and other regulatory agencies, as may be required by law or regulations.

13. INVOICING FOR SERVICES

The Contractor shall be required to invoice the City for services. The City will pay invoices on a net 30 basis.

14. SERVICE AND COMPLAINTS

The Contractor shall maintain a phone number for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. (CST). Any complaint must be given prompt and courteous attention. The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled.

Service shall be provided in a workmanlike manner. The contractor is responsible for immediately

addressing and restoring any loss of services or malfunctioning equipment.

15. ASSIGNMENT OR TRANSFER OF CONTRACT

The Contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

16. CONTRACT AMENDMENT

Any Contract entered by the Contractor and the City of Hallsville cannot be modified or changed without the written consent of both parties.

17. CONTRACT TERMINATION

The City shall have the right to revoke the Contract upon thirty (30) days of written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

24. INSURANCE

Comprehensive General Liability Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, for all vehicles, equipment, and personnel used in the work covered by the Contract, whether used and employed by the Contractor or sub-Contractor, liability insurance in a sum of not less than \$1,000,000.00 per occurrence. Said insurance shall specifically name the City of Hallsville as an additional insured party under said policies and include the endorsement and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said the policy will not be altered, amended, or terminated without thirty (30) days’ notice having been given to the City of Hallsville. Any approved sub-Contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Administrator prior to the commencement of services.

Successful Contractor must provide insurance coverages listed:

General Aggregate	\$2,000,000.00
Property Damage	\$1,000,000.00
Automobile Liability	\$1,000,000.00

Worker’s Compensation Insurance – The Contractor shall obtain and maintain in force during the term of the Contract, at his own expense, Worker’s Compensation Insurance in amounts as prescribed by the Statutes of Missouri. Any approved sub-Contractor shall also obtain and maintain in force during the term of the Contract, Worker’s Compensation Insurance.

Appendix A

COMPANY INFORMATION SHEET

Date	Company
Address	City/ State/Zip Code
Business Phone	Cell Phone
Contact	Email Address
Title	Signature
Firm Establish	Years in Business

I _____, representing the Bidder in an official capacity understand that the information furnished to the City of Hallsville is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

Signature and Title of Authorized Representative

Date

ANTI-COLLUSION STATEMENT: The signed bidder has not divulged to, discussed, or compared the bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates, or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of the product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from Bid List(s).

TO THE CITY ADMINISTRATOR OF THE CITY OF HALLSVILLE, MISSOURI: We (I), the signed, hereby agree to furnish the following service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including Specifications and fully understand what is required. By submitting this signed Proposal, we (I) hereby agree that we (I) will make available for audit to appropriate City Officials any applicable records pertinent to a resulting order and/or contract for verification of pricing per terms of the purchase agreement.

Appendix B

REQUEST FOR PRICE QUOTATION

Price Per Cut	Extended Total With own equipment	Extended Total With City's equipment
City Hall		
Park		
Community Center		
Maintenance Shop		
Alleyways & Misc.		
Price Per week bid		
Price Per month bid		

Price per ballfield maintenance	Extended Total With own equipment	Extended Total With City's equipment
Price per week bid		
Price per month bid		

Appendix C

LIST OF REFERENCES

Please provide references from at least three clients for whom you have, within the past 18 months, procured comparable or substantially similar systems and performed similar services. The City will contact references only if you are a finalist in the evaluation process.

1. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____

Type of services performed: _____

2. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____

Type of services performed: _____

3. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____

Type of services performed: _____

4. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____

Type of services performed: _____

5. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____

Type of services performed: _____

Appendix D

BID SPECIFICATIONS

Grass Mowing

(Per Location)

The City of Hallsville is specific and stresses the importance of lawn maintenance quality at all the properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the City residents. The appearance and the professionalism of lawn maintenance affect employees, residents, and guests, by creating a first impression. The Contractor and the City of Hallsville's Superintendent of Public Works is responsible for weekly review and quality control of lawn maintenance.

1. General Contractor shall:

- Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract unless City equipment is preferred.
- Perform grass mowing, edging, trash & debris removal, and power blowing of lawn areas.
- Respond to all emergencies within 24 hours of notification within specified hours and days of operation.
- Contractor to mow grass, trim weeds, and blow off debris from sidewalks and drives.
- The finished cut of the grass shall be between two and three-inch. There shall be no scraping of the lots.
- Grass clippings are to be cleaned up, not into gutters, streets, or neighboring properties.
- Light trash and debris are to be picked up and removed from the lot(s) prior to mowing grass and weeds.
- Edge along sidewalks, walk areas, and fence lines as needed.
- The City shall establish season start and season end dates.
- The City shall establish how often lots are mowed.
- The City reserves the right to change how often lots are cut with 48 hours' notice to the contractor.
- Pricing as submitted on the contractor's bid shall remain in effect during the entire course of the contract.
- The contractor shall invoice weekly and deliver or email an invoice to the City Administrator, no later than Monday of the following week.
- Invoices shall state each address mowed and date of mowing.

Ballfield Maintenance

(Tribble Park)

1. General Contractor shall:

- Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract unless City equipment is preferred.
- Till ballfield when needed.
- Drag ballfield when needed.