CITY

OF

JOPLIN, MISSOURI

BID PACKAGE

#2021-02

for

Landscape Maintenance Services

Joplin Parks and Recreation
3301 West 1st Street
Joplin, Missouri 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until **1pm, Thursday , April 29th , 2021** at the Joplin Athletic Complex, 3301 W. 1st Street, Joplin, Missouri, 64801 to PURCHASE the following:

Landscape Maintenance Services

Specifications and bid forms are available from Paul Bloomberg by calling 417-625-4750 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA

Finance Director

Publication Date: March 29, 2021

INVITATION TO BID

The City invites your firm to submit a proposal in accordance with this Request for Proposal (RFP) for Landscape Maintenance Services at several locations within the City of Joplin. These specific areas will be listed in this RFP for your bidding and the City reserves the right to select a firm's bid by each individual area or as a whole. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The successful bidder shall be required to enter into a landscape maintenance agreement based on the specifications outlined in this RFP.

CONTACT INFORMATION

The contact, identified below, is the sole point of contact regarding the RFP form the date of issuance until selection of the successful vendor. *The contact information is also the address to submit bids.*

Paul Bloomberg
Director of Parks and Recreation
City of Joplin
3301 West 1st Street
Joplin, MO 64801
Email: pbloombe@joplinmo.org
Phone: 417-625-4750

SUBMISSION OF PROPOSALS

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by **1pm, Thursday, April 29th, 2021.** Bids shall be sealed. The bid opening shall be public.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

To schedule a tour please contact Jason Cowen, Parks Superintendent, at 417-625-4750. The available times for tours will be between 9:00am-3:00pm. If Jason Cowen is not available, he may select the Lead Parks Caretaker to conduct the tour. Please call prior to visiting the project to guarantee availability.

SCOPE OF WORK

The Landscape Maintenance Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. The intent is to maintain a Class A appearance of the property as determined by the Owner. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by Owner.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of one (1) year with an option to renew for an additional two (2), one (1) year periods at the discretion of the Owner.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance or similar in nature. Subject to approval of the Owner, the Contractor may subcontract any work to be performed under this Contract. However, the election to subcontract work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees.

1. Has completed a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Has a documented safety program with a history of satisfactory past performance.
5. Diligently pursued execution of the work and completed past contracts according to established schedules.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at its sole expense effective insurance covering its activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in Missouri. The Contractor shall furnish the Owner with documentation of this insurance coverage.

Such insurance shall be in the amounts stated below.

1. Worker's Compensation Insurance:
    a. For all the Contractor's employees engaged in work associated with the Project.
    b. The Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease policy limit, $100,000 disease each employee.
2. General Liability Insurance:
   The Contractor shall maintain during the life of this Contract Commercial General Liability Insurance and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be $1,000,000 per occurrence, $1,000,000 general aggregate per project, combined single limit for bodily injury, personal injury and property damage. Such coverage shall be the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insureds

3. Auto Liability Insurance:
   Contractor shall procure and shall maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be $1,000,000 per occurrence combined single limit for Bodily Injury and property damage.

4. Scope of Insurance and Special Hazards:
   The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation be by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

   Each of the policies described above shall include the Owner as an Additional Insured as respects the activities carried out under this Contract.

   Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

INDEMNIFICATION

Contractor shall indemnify, reimburse and hold the Owner harmless against any and all claims, damages, causes of action, liabilities, expenses, costs and fees, including attorney fees, that Owner incurs arising out of or occurring in connection with Contractor's performance of the work pursuant to this Agreement.

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to the Owner, for services on a monthly basis. The Owner shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified.

PROJECT CONDITIONS

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work during maintenance services. The Contractor shall visit and examine the sites to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job sites. Failure to visit the sites or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any equipment or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner.

The Owner shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special services(s).

TERMINATION OF AGREEMENT

During the Landscape services period, (30) days' notice shall be required for termination of this agreement.

LANDSCAPE SERVICE AREAS

CITY PARKING LOTS (Located at 5th & Joplin Street; 6th & Joplin Street; and Joplin Memorial Hall)

1. Trash removal from parking lot area, parking medians, landscaped areas and sidewalks that surround each parking lot. Trash receptables will be maintained by Owner. This is to be done on a weekly basis.
2. All landscaped areas within parking lot area will be weeded by hand or mechanical device. The Contractor is responsible for disposing of all weeds that are pulled. This is to be done on a weekly basis.

MAIN STREET & JOPLIN STREET PLANTERS, HANGING BASKETS AND LANDSCAPED AREAS

Between 2nd Street and 8th Street

1. Planters are to be weeded by hand or mechanical device once per week or as needed. The Contractor is responsible for disposing of all weeds that are pulled.
2. Planters and Hanging Baskets are to be watered 3 days per week. This will be scheduled with Owner.
3. Removal of trash from planters are to be done on a weekly basis.

Between 15th Street and 32nd Street

1. Planters, landscaped areas, and trees are to be weeded by hand or mechanical device once per week or as needed. The Contractor is responsible for disposing of all weeds that are pulled.
2. Planters, landscaped areas, and trees are to be water twice per week. This will be scheduled with Owner.
3. Removal of trash from planters and landscaped areas are to be done on a weekly basis.

CITY OF JOPLIN ENTRY SIGNS

Locations:

- 7th Street and Schifferdecker Avenue
- 7th Street and Range Line Road
- North of Ozark Christian College on North Main Street
- South of Olive Garden on South Range Line Road

1. Landscaped areas around City of Joplin Entry Signs are to be weeded by hand or mechanical device. This is to be done on a weekly basis. The Contractor is responsible for disposing of all weeds that are pulled.
2. Removal of trash from landscaped areas are to be done on a weekly basis.

PARK ENTRY SIGNS

Locations and number of signs per park:

- Cunningham Park (2)
- Ewert Park (1)
- Humphrey Park (1)
- Leonard Park (2)
- McClelland Park (1)
- Mercy Park (1)
- Parr Hill Park (3)
- Schifferdecker Park (3)

1. Landscaped areas around Park Entry Signs are to be weeded by hand or mechanical device. This is to be done on a weekly basis. The Contractor is responsible for disposing of all weeds that are pulled.
2. Removal of trash from landscaped areas are to be done on a weekly basis.

PLAYGROUNDS

Locations and number of playgrounds per park:

- Cunningham Park (2)
- Ewert Park (1)
- Humphrey Park (1)
- Joplin Athletic Complex (1)
- Landreth Park (2)
- Leonard Park (1)
- McClelland Park (2)
- Parr Hill Park (2)
- Roanoke Park (1)
- Schifferdecker Park (2)

1. Playgrounds are to be weeded by hand or mechanical device. This is to be done on a weekly basis. The Contractor is responsible for disposing of all weeds that are pulled.
2. Removal of trash from landscaped areas are to be done on a weekly basis.

PARK FLOWER BEDS & LANDSCAPE AREAS

Locations:

- Cunningham Park and Aquatic Center
- Ewert Park and Aquatic Center
- Joplin Senior Center
- Leonard Park
- Mercy Park
- Parr Hill Park
- Schifferdecker Park and Aquatic Center

1. Flower beds and landscape areas are to be weeded by hand or mechanical device. This is to be done on a weekly basis. The Contractor is responsible for disposing of all weeds that are pulled.
2. Removal of trash from flower beds and landscaped areas are to be done on a weekly basis.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this agreement shall be governed by the laws of Missouri.

Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.

Work Description	Estimated Cost Per Occurrence	Occurrences Per Year	Total Annual Service Fee
City Parking Lots *Weeding and Trash Removal*		28 minimum	
Planters and Hanging Baskets Main Street & Joplin Street Between 2nd & 8th Street *Weeding and Trash Removal*		28 minimum	
Planters and Hanging Baskets Main Street & Joplin Street Between 2nd & 8th Street *Watering*		84 minimum	
Planters, Landscape Areas & Trees Main Street Between 15th & 32nd Street *Weeding and Trash Removal*		28 minimum	
Planters, Landscape Areas & Trees Main Street Between 15th & 32nd Street *Watering*		56 minimum	
City of Joplin Entry Signs *Weeding and Trash Removal*		28 minimum	
Park Entry Signs *Weeding and Trash Removal*		28 minimum	
Playgrounds *Weeding and Trash Removal*		28 minimum	
Park Flower Beds & Landscape Areas *Weeding and Trash Removal*		28 minimum	
Total (total hours in first column & total annual fee in third column			

BID FORMS

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

LABOR ESTIMATES:

Detail your labor estimates, based on the specified number of occurrences per year, for the following services (these estimates are required for the Owner to properly evaluate the Contractors Bid Proposal)

BID FORM PRICE AUTHORIZATION

The said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have 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 this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery and other means to accomplish the maintenance tasks and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

City of Joplin Landscape Maintenance Services
Project Name

_____
Firm Name

_____
Address

_____
City, State, Zip

_____
Telephone

_____
Date

_____
Authorized Signature

_____
Printed Name & Title of Signatory

MONTHLY LANDSCAPE SERVICES BID:
In compliance with your Invitation to Bid, we propose to furnish all labor, equipment and services necessary to perform the Landscape Maintenance Services for a period of one (1) year for the landscaping for the above stated project, for an annual fee of:

_____

_____Dollars ($_____) per Year.

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the project specified.

1) _____ Phone:_____

2) _____ Phone:_____

3) _____ Phone:_____

MARK BID ENVELOPES: #2021-02, "Landscape Maintenance Service, Thursday, April 29 th,2021."

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant