BID PACKAGE
#2022-06

ON-CALL NUISANCE LOT MOWING SERVICE

Bid Opening May 2, 2022

City of Joplin
Planning, Development and Neighborhood Services Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1570 (VOICE)
(417) 625-4738 (FAX)

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NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until Tuesday, May 2, 2022, by 10:00 a.m. on the 4th floor in City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) to PURCHASE the following:

ON-CALL MOWING OF PRIVATE NUISANCE LOTS SERVICE

This project includes the following: furnish labor, fuel, insurance, taxes, equipment, and other items necessary for the mowing of private lots that have been declared a nuisance and need to be abated. Specifications and bid forms are available online at http://www.joplinmo.org/Bids or from Patty Heagel, by calling 417-624-0820, Ext. 1570 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The contractor shall be licensed in the City of Joplin Missouri before entering the work of said contract. A **voluntary pre-bid meeting** will be held at the Joplin City Hall, 4th floor Conference Room on Tuesday, April 26, at 10:00 a.m.

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 contract herein is not a prevailing wage contract; this contract is a maintenance contract between the successful bidder and the City of Joplin.

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

Leslie Haase
Finance Director

Publication Date: Tuesday, April 12, 2022

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening. All bids shall be exclusive of Federal, State and City taxes.

Interpretations: No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to City Hall ATTN: Patty Heagel, 4th Floor, 602 S. Main Street, Joplin, MO 64801 or emailed to Pheagel@joplinmo.org and to be given consideration must be received prior to the Pre-Bid Meeting, Tuesday, April 26th. Questions received after this date and time will not be answered.

Interpretations, supplemental instructions, or clarifications considered necessary by the City Project Manager in response to such questions will be issued in the form of written addendum to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the date fixed for the opening of bids.

Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addendum so issued shall become part of the contract documents.

Preference: Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below; if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

Bid Review: Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way.

Minimum information to be submitted with each bid shall consist of the following:

- Bid Form (all lines completed)
- Unauthorized Aliens workers Act (FWAP) (all lines completed)

Method of Award: Lowest Qualified Bidder. If at the time this contract is to be awarded, the lowest Total Base Bid Amount for the **On-call Mowing of Private Nuisance Lot Service**, submitted by a responsive, responsible bidder, does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the Total Base Bid Amount.

The **Lowest Total Base Bid** will be calculated by the City by weighing the approximate number of lots in each lot size category according to historical data. Data shows that nuisance lots less than .25 acre represent 59% of total lots that have been declared a nuisance. Lot sizes between .25 acre and .5 acre represent 32% of total lots that have been declared a nuisance. Lot sizes above .5 acre represent 9% of total lots that have been declared a nuisance.

Grievances: Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

MARK BID ENVELOPES; "BID PACKAGE #2022-06, 10:00am,Tuesday, May 02, 2022; Mowing of Private Nuisance Lots Service"

PART 1 - GENERAL

1.1 SUMMARY

A. SCOPE OF WORK

1. For the mowing and trimming of City-selected private lots that have been declared a nuisance by City Ordinance for vegetation over 12 inches tall. Must possess necessary equipment and personnel to abate a maximum of approximately 700 lots during mowing season from April 1 to November 1. Historical data shows that the maximum number of lots during past seasons has been approximately 700 lots. During peak weeks the Contractor may receive 40 or more mowing requests.

2. Must abate the nuisance lots within 7 to 10 days of receiving the mowing request from the City. Allowances will be made for weather-related delays.

3. Must document work performed with time and date stamped photos of lot prior to and after abatement has occurred.

1.2 QUALITY ASSURANCE FOR CONTRACTOR

A. **CONTRACTOR QUALIFICATIONS:** A qualified firm that is approved, authorized, or licensed by City of Joplin and has experience in mowing and trimming unkept lots.

B. **EXISTING BUILDINGS AND GROUNDS**: Contractor shall protect existing buildings, walks, drives, hardscapes, utilities, landscape, and trees from damage.

C. **PROPERTY DAMAGE:** The Contractor shall be responsible for any injury or damage to property or persons which may be caused by mowing work. This shall include, but not be limited to, marring or rutting the land with his/her equipment and/or damage to existing fences, buildings, driveways, hardscape, and/or trees.

D. **COMPLAINTS:** All complaints received from property owners of any nature whatsoever shall be immediately reported to the City, but the Contractor shall be solely responsible for resolution without cost to the City.

E. Winning bidder will meet with City of Joplin personnel to review the mowing requests as well as processes for receiving and completing the requests.

F. E - Verify: Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal

workers for the project. A contractor is only required to provide this affidavit to the City annually.

1.3 PERFORMANCE REQUIREMENTS

GENERAL: Provide timely cutting and trimming of grass and weeds on private nuisance lots at City-selected locations. Nuisance is defined as the presence of weeds, brush and other rank vegetation of a height of more than 12 inches allowed to grow and stand upon any lot or tract of ground, including any right-of-way that might be adjacent thereto, within the city limits is hereby deemed and declared to be a nuisance.

A. MOWING AND TRIMMING:

1. Contractor will receive from the Neighborhood Services Division an electronic (email) "Requests to Mow" form identified with description, aerial photography, size of lot and date.

2. Contractor will take two electronic photographs, time and date stamped prior to starting the abatement. One photo shall show the lot's proximity to adjacent properties, the second closer photo shall show the height of the grass/weeds using an appropriate measuring tool provided by the contractor.

3. After abating the nuisance, an electronic photograph, time and date stamped, shall be taken of the completed job.

B. **SUPERVISION:** The Contractor shall be required to have a superintendent or a responsible foreman of the project in attendance when work is in progress.

C. **TERM** of this contract shall begin on the effective date of the contract and terminate on November 15, 2022. Abatement of all "Requests to Mow" must be completed by the end date of the contract.

D. **PAYMENT** for services rendered will be submitted electronically by invoice with photos bi-weekly to neighborhoodservices@joplinmo.org.

1.4 PROJECT CONDITIONS

A. Contractor may find rocks or debris on the lot as well as mounded dirt, rocks or debris. The contractor is not required to remove the same, but mow or trim all vegetation that is over 12 inches tall including vegetation on mounded dirt, rocks or debris. Contractor shall keep the premises free of waste, tools, equipment generated by the contractor when the

work is completed.

PART 2 – CONTRACTOR

2.1 GENERAL REQUIREMENTS

A. Each employee will use personal protection equipment (PPE) when needed.

2.2 GENERAL CONDITIONS

A. By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

B. The Contractor shall be responsible for any permits and licenses necessary for the execution of the work.

C. The Contactor shall always enforce proper conduct among their employees and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

D. The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment and surplus material.

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

CITY OF JOPLIN
BID FORM – PROPOSAL

SUBMITTED BY: _____
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices and products/services information submitted.

BASE BID:
Mowing and trimming of designated lots according to the size of the lot as defined below and described on the "Request to Mow" from the City.

1. Lot size < .25 acre** $_____ Each
2. Lot size .25 acre to .5 acre $_____ Each
3. Lot size .5 to 1.0 acre $_____ Each
4. Lot size > 1.0 acre $_____ per acre

** A substantial number of lots will fall in this category

TOTAL BASE BID $_____

ALTERNATE BID:

Mowing of specific large lots with difficult terrain with heavier equipment (brush hog).

1. Brush hog mowing $_____ per acre

ADDITIONAL INFORMATION:

Specify normal business hours: _____

Specify contact name, phone number, and email address_____

_____

BIDDER understands that they may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the CITY PROJECT MANAGER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of services required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

Dated_____day of_____, 2022.

Company _____

Address _____

Signature _____

(Print Name) _____

AGREEMENT

THIS CONTRACT, made and entered this _____ day of _____, 2022, by and between the **City of Joplin**, A Municipal Corporation, Party of the First Part, and

CONTRACTOR

Contractor, Party of the Second Part,_____.

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient performance bond in the amount of xxxxxxx Thousand and xxx/100 ($XX,XXX.XX) approved by the proper officer, as a guarantee to said City for:

ON CALL PRIVATE NUISANCE LOTS MOWING SERVICE

And to perform the same in accordance with specifications of Bid Package #2022-06 and all the provisions of the Joplin City Code of 1998, as amended, and according to the City's Bid Specifications and the Contractor's Bid Response Form on file in the office of the Director of Planning, Development and Neighborhood Services Department. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

BASE BID AND ANY ALTERNATE BID (if provided):

Contractor represents and agrees that it is 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. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold

harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash. The agreement is effective upon execution through November 15, 2022 and can be extended if both parties mutually agree to arrangement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

CONTRACTOR:

By _____

Printed Name _____

Title _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By _____
Troy Bolander, Planning, Development and Neighborhood Services Director