BID PACKAGE

ON-CALL NUISANCE LOT MOWING SERVICE

BID OPENING WILL BE CONDUCTED AT 10:30 A.M. APRIL 4, 2023

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

(417) 624-0820 Ext. 1571

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 10:30 a.m. Tuesday April 4, 2023, at the 4th floor Conference Room in City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) for the following:

ON-CALL MOWING OF PRIVATE NUISANCE LOT 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 https://www.joplinmo.org/bids or from Johan Bullington, by calling 417-624-0820, Ext. 1571 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, March 14, 2023, at 10:30 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.

Publication Date: Tuesday February 28, 2023

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: Johan Bullington, 4th Floor, 602 S. Main Street, Joplin, MO 64801 or emailed to jbulling@joplinmo.org and to be given consideration must be received prior to the Pre-Bid Meeting, Tuesday March 14, 2023. 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. 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: MOWING OF PRIVATE NUISANCE LOT 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 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 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 shall be solely responsible for resolution without cost to the City.

E. Willing 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 1, 2023. 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 2.0 – 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 materials.

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 items(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 0.25 acre to 0.5 acre	$ _____ Each
3.	Lot Size 0.5 acre 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 any obligation in respect to his/her 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 _____, 2023.

Company

_____

Address

_____

Signature

_____

(Print Name)

_____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF JOPLIN, MISSOURI, hereinafter "the City", and _____, hereinafter referred to as "the Contractor".

WHEREAS, the City desires to hire an independent contractor to provide on-call nuisance lot mowing services on private properties; and

WHEREAS, the Contractor desires to be hired as an independent contractor to provide on-call nuisance mowing services on private properties.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. That the Contractor is to be engaged as an independent contractor responsible for mowing private lots declared a nuisance by the City in accordance with specifications of Bid Package: On-Call Nuisance Lot Mowing Service reference herein and on file in the Planning, Development & Neighborhood Services Department as directed by the City. The Contractor will furnish all necessary materials, labor, tools, machinery, and other means to accomplish the maintenance tasks.
2. That the term of this Agreement shall be from the date last written below through November 15, 2023, and can be renewed for an additional mowing season, at the discretion of the City.
3. That the City has the right to terminate its relationship with the Contractor, with or without cause, upon thirty (30) days' notice of its intent to do so. If the City terminates this Agreement, the City's obligation to pay the Contractor shall also terminate on the last day of the Contractor provided service to the City prior to the termination date, and the City is only obligated to pay any amounts due prior to the termination date. The City shall not be obligated to pay for any unperformed services by Contractor after the termination date.
4. That the Contractor shall invoice with appropriate documentation as provided for in the Bid Package: On-Call Nuisance Lot Mowing Service to the City for services on a biweekly basis. The City shall render the Contractor regularly scheduled payments in remuneration for the Contractor's maintenance services in amounts as specified as described in the following fee schedule:

A. Lot size < .25 acre: $ _____ each
B. Lot size .25 to .50 acre: $ _____ each
C. Lot size .50 to 1.0 acre: $ _____ each
D. Lot size > 1.0 acre: $ _____ per acre
E. Brush hog mowing: $ _____ per acre

5. That the Contractor understands that it shall be its responsibility to claim income as an independent contractor in accordance with federal and state tax laws.
6. That the Contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.
7. That this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that _____ will be independent contractors and not an employee for all purposes including but not limited to the application of Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees he/she is not eligible to receive worker's compensation or unemployment benefits as a result of this Agreement.
8. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement. The Contractor shall maintain workers' compensation insurance as required by Missouri Law and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.
9. Miscellaneous provisions:
   A. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

B. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
C. This Agreement (including any Exhibit) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.
D. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.
E. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.
F. The provisions herein shall bind both parties hereunto their respective successors and assigns.
G. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

IN WITNESS WHEREOF, the parties have executed this agreement on this ____ day of _____ 2023.

CITY

BY: _____
Troy Bolander, Director

CONTRACTOR

BY: _____