

# REQUEST FOR PROPOSAL



MONITEAU COUNTY EMERGENCY DISPATCH  
CALIFORNIA, MISSOURI

## **RFP # 2024-01: LAWN CARE / PROPERTY MAINTENANCE**

**RELEASE DATE: FEBRUARY 13, 2024**

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*  
**MONDAY, MARCH 11, 2024, AT 6:00 PM CST**

*AND RECEIVED AT*  
MONITEAU COUNTY EMERGENCY DISPATCH  
604 N OAK ST / PO Box 87  
CALIFORNIA, MO 65018

# REQUEST FOR PROPOSAL

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Sealed offers will be accepted by the Moniteau County Emergency Dispatch Board of Directors for consideration in provision of the following:

## **2024-01 Lawn Care / Property Maintenance**

Submissions will be received at the administrative office of Moniteau County Emergency Dispatch, 604 N Oak St, California, MO 65018 until 6:00 p.m. on Monday, March 11, 2024, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public records under state law. Specifications are available by contacting Kevin Wieberg at [kwieberg@moniteau911.com](mailto:kwieberg@moniteau911.com) or 573-796-8416 ext. 3.

- <https://moniteau911.com/project-bids>
- NEWS TRIBUNE
- CALIFORNIA DEMOCRAT
- TIPTON TIMES

# MONITEAU COUNTY EMERGENCY DISPATCH

604 N Oak St. California MO, 65018

## REQUEST FOR PROPOSAL

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### OVERVIEW

1.0 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the requirements of this Request for Proposal in the provision of Grass mowing and maintenance services for Moniteau County Emergency Dispatch (MCED). MCED is located at 604 N. Oak Street, California, Missouri 65018.

1.1 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Bidders are advised that all questions concerning the meaning or intent of these specifications must be submitted prior to the date scheduled for bid opening. All inquiries shall be directed to:

Kevin Wieberg, Executive Director  
PO Box 87 California, MO 65018  
Ph: (573) 796-8416  
Email: [kwieberg@moniteau911.com](mailto:kwieberg@moniteau911.com)

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

1.2 **RESPONSE PREPARATION.**

- Responses shall be made upon prescribed forms attached to these Specifications;
- Responses shall be submitted in a **sealed box or sealed envelope identified by bid number and bid title.**
- Only sealed submissions will be considered, all bids otherwise submitted shall be rejected as irregular;
- Responses shall be completed and signed by an authorized agent with authority to obligate the agency or company submitting the response;

It is the responsibility of each bidder to deliver its submission to the administrative office of MCED at 604 N Oak St., PO Box 87, California, Missouri 65018 on or before the date and exact time described herein for public bid opening. Responses shall be time and date stamped upon receipt; those received late shall be determined non-responsive and returned unopened to the sender **without exception.**

1.3 **BID OPENING.** Submissions will be publicly opened in the MCED conference room on the bid deadline described herein. Bidders and the public are invited but not required to attend the formal bid opening. All documents shall be made available for public inspection pursuant to state law. Any decision relating to the award of the contract or agreement is not guaranteed to be made at the bid opening.

## TERMS AND CONDITIONS

- 2.0 **INCURRING COSTS.** MCED shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any bidder in submitting a response.
- 2.1 **RESERVATIONS.** MCED reserves the right 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 bidders as determined necessary to effectively evaluate responses; to cancel this solicitation without notice, 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 MCED's sole judgment, the best interests of MCED will be so served.
- 2.2 **VALIDITY.** Bidders agree that submissions will remain valid for consideration by MCED for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.3 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of MCED and may be disclosed upon proper Sunshine Law request pursuant to Section 610.021(12) RSMo.
- 2.4 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of bidders to ask questions, or request changes or clarification, or otherwise advise MCED if any language, specification, or requirement of this solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit responses to a single source. Such notification shall be directed to Kevin Wieberg by using the contact information contained herein and received at least five (5) business days prior to the date set for bid opening.
- 2.5 **CONFLICT OF INTEREST.** In submitting a response, the bidder hereby covenants that at the time of submission, the bidder has no other contractual relationships that would create any actual or perceived conflict of interest. The bidder further agrees that during the term of the contract, neither the bidder nor any of its employees, agents, or assigns shall acquire any other contractual relationship which creates such conflict.
- 2.6 **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 MCED, as determined by its Board of Directors.
- 2.7 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, MCED's interpretation shall be final and conclusive.
- 2.8 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered.
- 2.9 **TAX EXEMPTION.** MCED is funded by public monies and as such has been approved by the State of Missouri for sales tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.10 **ASSIGNMENT.** The awarded party shall not assign the Contract, or subcontract it, or sublet it as a whole or in part without the prior written consent of MCED. Assignment, subcontracting, or subletting without such prior consent will in no way relieve the awarded party of any of its obligations under the contract unless specified, in writing, by MCED.

- 2.11 **PREFERENCE.** In making bid awards, MCED shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of Moniteau when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.12 **CHANGE ORDERS.** Any final contract between MCED and the awarded party will include, by reference, the awarded party's response and the specifications contained in this solicitation. MCED 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 MCED Board of Directors authorizing and directing such changes or departures. All unauthorized work and the correction of such work shall be at the awarded party's sole expense. No other party is authorized to modify the contract in any manner.
- 2.13 **PERMITS.** All tasks shall be conducted 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 shall be at actual cost.
- 2.14 **TERMINATION.** The performance of work under the contract resulting from this solicitation may be terminated by MCED in whole or in part at such time that MCED's Board of Directors determines that such termination is in the best interest of MCED. 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 shall:

- 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 not terminated.

Notwithstanding anything written herein, the awarded party shall not be relieved of liability to MCED for any damages sustained by MCED by virtue of any breach of the contract by the awarded party, and MCED 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 MCED from the awarded party is determined.

- 2.15 **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, the awarded party shall indemnify and hold harmless MCED, 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 awarded party, or of anyone directly or indirectly employed by the awarded party or by anyone for whose acts the awarded party may be liable, in connection with providing those services set forth in the contract. This provision does not, however, require the awarded party to indemnify, hold harmless or defend MCED from MCED 's own negligence.

2.16 **INSURANCE REQUIREMENTS.** The awarded party shall carry Workers' Compensation and Employer's Liability Insurance Coverage, as required by law. The awarded party shall purchase and maintain at all times relevant to the contract such insurance as will protect the awarded party from claims which may arise out of, or result from, the awarded party's operations under the contract, whether such operations are performed by the awarded party or by any sub-contractor or by anyone directly employed by them, or by anyone whose acts may render them liable. MCED reserves the right to require higher or lower limits where warranted. The minimum amounts of insurance shall be as follows:

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

2.23.1 **PROOF OF INSURANCE.** The awarded party shall furnish MCED with a Certificate of Insurance in amounts as required in the contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance policy shall remain in effect until such a time as MCED has determined that the contract is complete.

## SCOPE OF SERVICES

- 3.0 MCED is requesting pricing to provide regular grass/ lawn mowing, lawncare and maintenance services for the property located at 604 N Oak St, California, Missouri 65018 commonly referred to as the Moniteau County Emergency Dispatch 911 Center, and said services shall present the property in the best light possible at all times and meet or exceed those services.  
The awarded party shall furnish all labor, materials, and equipment necessary to perform those services described herein. It shall be the awarded party's responsibility to verify the areas, sizes, and quantities of the surfaces and items to be maintained within the RFP. Failure of the awarded party to verify the listed amounts shall not relieve the awarded party of the responsibility to provide all services required to the standards included herein, for the prices submitted in the awarded party's successful bid.  
The awarded party is to ensure all proper safety equipment is used and guards are in proper position on all equipment to prevent injury to property or others.
- 3.1 **TERM.** The awarded party shall be able to provide lawncare services within seven (7) calendar days of bid award, if needed. It is the intent of MCED, and this bid process 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 MCED Board of Directors.
- 3.2 **CONTRACTOR/AWARDED PARTY QUALIFICATIONS.** The awarded party shall be properly licensed to do business within Moniteau County and the City of California and shall be fully insured in accordance with section 2.16 of this RFP. MCED 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 any bidder. Any awarded party' employees, staff, and management to be utilized in the performance of the contract shall be knowledgeable in their areas of expertise. MCED reserves the right to perform investigations as may be deemed necessary to ensure only competent parties will be utilized in the performance of the contract.
- 3.3 **CONTACT PERSON.** The awarded party shall assign a contact person as the individual that MCED is to communicate and deal with. Said person shall be available to talk with MCED personnel during normal business hours.
- 3.4 **COMPENSATION.** The awarded party shall not be allowed any extra compensation by reason of any matter or thing resulting from its failure to be fully informed prior to bidding. Monthly invoices shall be submitted to MCED by the end of each month. Invoices shall be itemized with date(s) of each service.
- 3.5 **HOURS OF SERVICES.** Grass mowing / trimming or herbicide application must be performed during daylight hours and can be on any day of the week.
- 3.6 **EQUIPMENT.** The awarded party assumes responsibility for all loss or damage caused by act of God, theft, fire, tornado, flood, freezing, etc. to the materials and equipment that may be used to perform the contract. The awarded party has the privilege to insure in full or in part against such loss or damage, responsibility for which is here assumed.
- 3.7 **PROPERTY DAMAGE.** Any damage to MCED or neighboring property (including property belonging to MCED staff, visitors, etc.) shall be reported immediately to MCED. Repair to damaged property shall be made in a commercially reasonable period and at the awarded party's sole expense.

3.8 **CONTRACTOR/AWARDED PARTY EMPLOYEES.** Names, dates of birth, social security numbers, and driver's license numbers of all employees or parties who do work in conjunction with the contract may be required by MCED at any time. Any employee, agent or assign of the awarded party may be subject to a background investigation and security check, as is normally required for personnel of MCED. MCED reserves the right to deny any person for any reason, at the sole discretion of MCED, and without a hearing or appeal. Subcontracting shall NOT be permitted without prior written approval by MCED; all workers shall be employees of the awarded party unless such approval is obtained. The use of alcohol, illegal drugs and profanity is prohibited on MCED property. Tobacco products may be used only in designated areas.

### 3.9 **REQUIREMENTS**

#### 3.9.1 **MOWED AREAS (OUTLINED IN YELLOW).**

- Removal of all litter and debris.
- All grassed areas will be mowed, and edges trimmed on a weekly basis unless otherwise determined by the MCED Executive Director that the services are not required.
  - The awarded party's contact person should confirm with the MCED Executive Director during dry times of the season as lawn maintenance may not be required as frequently.
- The finished cut height of grass shall be between three and four inches. Scalping shall be prohibited.
- Clippings shall be recycled back into the turf unless conditions require bagging.
- No visible grass clippings shall remain after mowing.

#### 3.9.2 **HARD SURFACES (OUTLINED IN BLUE).**

- Grass clippings and other debris shall be cleaned up on hard surfaces, not into gutters, streets, or neighboring property.

#### 3.9.3 **UNWANTED GROWTH AREAS (OUTLINED IN RED).**

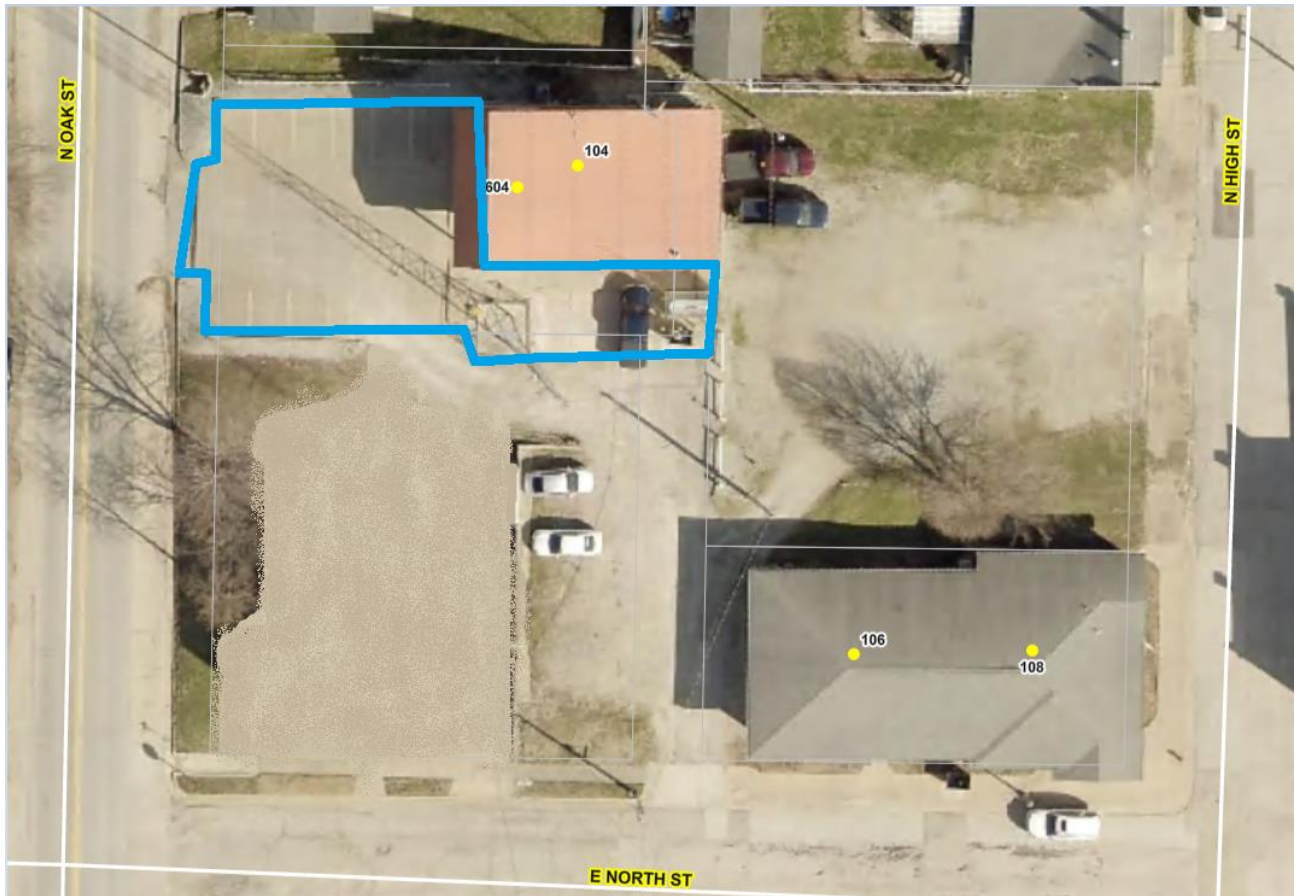
- Shall be sprayed frequently enough with a herbicide from March through October to ensure that no growth occurs. Awarded Party will confirm the need for service with MCED Director prior to each application.

#### 3.9.4 **GENERAL**

- Fence rows, cracks in sidewalks/parking lots, main entrances, and areas around landscaping/trees shall be sprayed as needed to reduce the need for weed eating and to ensure that any growth that occurs on hard surfaces remains dead.
- Light trash and debris shall be picked up and removed from MCED property prior to beginning services.
  - MCED's on-site dumpster may be utilized for trash only, grass clippings, sticks, twigs, leaves etc. may not be placed in dumpster and shall be recycled back into grassy areas or removed by contractor.
- Mowing guards shall be utilized to ensure rocks or other objects are not projected to cause potential injury or property damage. The awarded party is solely responsible for any damage resulting from flying debris.

3.10 **FUTURE CONSTRUCTION.** MCED is in the planning stages of a building addition to the 911 center. There is not a planned date for when construction will begin, however the awarded party should anticipate the need to adjust the scope of their proposal to accommodate when a definitive date is decided. The area of the construction is planned to occur to the West and South of the current facility (Outlined in Purple) which would reduce the need for each service in that area.







**BIDDER RESPONSE FORM**  
**2024-01: LAWN CARE / PROPERTY**  
**MAINTENANCE**

PRICING SHALL INCLUDE ALL COSTS ASSOCIATED WITH COMPLETING THE WORK DETAILED HEREIN.

Cost per mowing/ trimming services  
(Yellow and Blue areas): \$ \_\_\_\_\_

Adjusted mowing/ trimming services  
Once construction has commenced  
(Excluding Purple area): \$ \_\_\_\_\_

Cost per Herbicide application  
(Red area): \$ \_\_\_\_\_

Adjusted Herbicide application  
Once construction has commenced  
(Excluding Purple area): \$ \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Contact Name / Title**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Phone # (Direct line, extension or cellular)**

\_\_\_\_\_  
**Email**

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 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 shall be signed by an officer or employee having authority to legally bind the respondent.)

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent Name (Typed/Printed)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**