

BOONE COUNTY
Family
RESOURCES

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REQUEST FOR BIDS

Bid Title: Lawn Services for Properties Owned by BCFR
(14 properties total – 7 in Downtown Columbia and 7 in Southwest Columbia)

Mandatory Pre-Bid Conference

Day/Date: **Wednesday, January 22, 2014**
Time: 9:00 a.m.
Location: Boone County Family Services
Address: 1209 E. Walnut
Columbia, MO 65201

Bid Submission Address and Deadline

Day/Date: **Friday, January 31, 2014**
Time: 1:00 p.m.
Location: Boone County Family Services
Address: 1209 E. Walnut
Columbia, MO 65201

Project Manager: Don Merrifield
573-874-1995 ext. 202

Bid Opening

Day/Date: **Friday, January 31, 2014**
Time: 1:15 p.m.
Location/Address: Boone County Family Resources
1209 E. Walnut
Columbia, MO 65201

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INSTRUCTIONS AND TERMS AND CONDITIONS OF BIDDING

BID HEADING: Lawn Services – BCFR Properties

SECTION 1: INSTRUCTIONS AND TERMS & CONDITIONS OF BIDDING

1. **Invitation** – The Agency invites responses that offer to provide goods and/or services identified on the title page and described in greater detail in Section II.
2. **Definitions:**
 - a. Bidder – Any business entity submitting a response to this Bid.
 - b. Contractor – The Bidder whose response to this bid is found by BCFR to meet the best interests of the Agency. The Contractor will be selected for award, and will enter into Contract for provision of the goods and/or services described in the bid.
 - c. Supplier – All businesses that may provide the subject goods and/or services.
 - d. Bid – This entire document, including attachments.
 - e. Response – The written, sealed document submitted according to the Bid instructions.
3. **Mandatory Pre-Bid Conference** – A mandatory pre-bid conference has been scheduled for Wednesday, January 22, 2014 at 9:00 a.m. at Boone County Family Resources, 1209 E. Walnut, Columbia, Missouri. The purpose is to visit the locations where the services will be provided and answer any questions. **Attendance is mandatory to bid on this project.**
4. **Bid Clarification** – Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Project Manager, Don Merrifield, BCFR, 1209 E. Walnut, Columbia, MO 65201; 573-874-1995 ext. 202; facsimile 573-443-2864; or dmerrifield@bcfr.org no later than Monday, January 27, 2014 at 12:00 noon. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders.
Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between Agency and Bidder are not.
5. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid, including the location of all properties, the terrain to be encountered, the equipment required to perform services. Bidder's failure or omission to examine any relevant form or site will not relieve the bidder from an obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
6. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Project Manager will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
7. **Award** – Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the Agency from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed by the Agency to be in its best interest. The Agency will seek the least costly outcome that meets the Agency's needs. The Agency will award

this bid to one contractor for all properties, but does require the contractor to provide a price for each location. The Agency has the right to accept or reject any bid and to waive technicalities.

8. **Contract Execution** – This Bid and the Contractor’s Response will be made part of the resultant Contract and will be incorporated in the Contract as set forth, verbatim.
9. **Bid Forms** – Bidders must use the bid forms provided to submit bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
10. **Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence, in the following order, to the provisions of the Contract, as amended; the provisions of the Bid; the provisions of the Bidder’s Response.

SECTION II: PRIMARY SPECIFICATIONS

1. **Services** – Agency proposes to contract with an entity, hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of lawn care services.
2. **Award** – The Agency will make the award for services for all locations to one respondent.
3. **Contract Period** – The contract shall be effective from the date of award through December 5, 2014.
4. **Contract Extension** – The Agency may extend the contract on a month to month basis for a period of three months from the date of termination if it is determined to be in the best interest of the Agency.
5. **Contract Documents** – The successful bidder shall enter into a written contract with the Agency within 30 days of award on contract forms provided by the Agency.
6. **Service Locations** – Services will be provided at the following sites in Columbia, MO:
1209 E. Walnut; 1205 E. Walnut; 200 St. Joseph and adjacent lot; 208 St. Joseph; 302 St. Joseph; 308 St. Joseph; 400 St. Joseph; 4632 Appletree Lane; 260 Appletree Court; 281 Appletree Court; 108 Granada Blvd.; 3706 Santiago Drive; 12 Diego Court; 16 Diego Court.
7. **Scope of Work** – The Contractor shall furnish all materials, labor, and equipment necessary to perform all of the work at the various locations.
 - a. All debris including, but not limited to paper, glass and plastic, must be removed from the area to be cut prior to the start of cutting. This removal will include the proper disposal of this debris. Trash collection areas are present on most sites. If there is not one on a given site it will be the contractor’s responsibility to dispose of this material.
 - b. Grass is to be maintained at an average height of 2 1/2 inches - 3 1/2 inches. At no time will the grass be cut shorter than 2 inches, nor permitted to grow to a height of more than 4 inches. The above guidelines will be used to determine if a site will require service in a given week. If it is determined by BCFR that a Contractor has billed for services during a period in which service should have been withheld, based on the above requirements, BCFR will withhold payment for that service. If during the term of the contract, the area endures excessive heat and drought conditions resulting in browned-out yards, BCFR will not pay for cutting while these conditions prevail.
 - c. Contractor shall maintain its equipment in good repair with blades adequately sharpened and with any required safety features attached to the equipment. Equipment size and weight shall be appropriate for the location.
 - d. If at any time after cutting, clippings should be left in visible clumps or piles, this excess will be removed immediately preventing damage to the area of the lawn.
 - e. Trimming (weed whacking/edging) is required with each service around all trees, shrubs, boulders, curbs, poles, patios and the perimeters of any buildings or structures.
 - f. Mechanical edging shall be completed twice within the contract year and maintained by weed whacking.
 - g. Grass clippings must be cleared from sidewalks, patios, porches, drives and parking areas immediately after each cutting.

- h. Contractor will provide BCFR's Property and Facility Manager a schedule of the day(s) of the week on which site(s) is anticipated to be serviced. The schedule is to be submitted prior to any work being done, and shall be updated when necessary.
 - i. Spring clean-up is to be complete by May 15. Fall clean-up is to be completed on or before November 30. Cleanup is to include removal of leaves from lawns, sidewalks, driveways and parking lots.
8. **Safety of Persons and Property** – Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent injury, damage or loss to all employees on the work site and all others who may be affected thereby; and other property at the site or adjacent thereto. Contractor shall maintain all reasonable safeguards for safety and protection. All damage or loss to any property caused in whole or in part by the Contractor or any Subcontractors shall be remedied by Contractor.
9. **Pricing** – All prices shall be as indicated on the Response Form. Pricing shall include all charges for transporting of equipment and supplies, labor, and debris removal. Contractor bears all insurance costs.
10. **Contractor Qualifications and Experience** – The Bidder must provide documentation of experience with the type of work required. *Exhibit A – Prior Experience* may be used for this purpose.
11. **Subcontractors** – No subcontractors shall be used without prior approval of the Property and Facility Manager.
12. **Extra and/or Additional Work** – If any extra and/or additional work is to be done, the Owner may issue to the Contractor a written change order directing that such extra and/or additional work be done, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to the Contract price, based upon such written terms as may be agreed upon.
13. **Taxes – Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax as the Agency is exempt from sales and use taxes.** Agency will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County Family Resources and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County Family Resources and contain the project name assigned by Boone County Family Resources for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the Agency pays no sales/use taxes from which it is exempt.
14. **Prevailing Wage** – This project is not subject to the Missouri Prevailing Wage Law.
15. **Quality of Work** – Bidder agrees to unconditionally guarantee performance in a timely manner with the proper equipment. If the quality is deemed unsatisfactory by the Agency, the Contract may be terminated upon ten (10) days written notice. Contractor shall be responsible for repair of any damage to Agency property and restoration of any facility damage caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the Agency. Any repair/restoration of damages shall be performed at no cost to the Agency.
16. **Insurance** – The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Agency. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the Agency.
17. **Compensation Insurance** – The Contractor shall take out and maintain during the life of this contract, Employer's Liability and Worker's Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability

limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident and \$1,000,000.00 policy limit.

18. **Comprehensive General Liability Insurance** – The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. The Contractor shall furnish the Agency with Certificate(s) of Insurance which **name Boone County Family Resources as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the Agency has made final acceptance of the project.
19. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
20. **Indemnity Agreement** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Boone County Family Resources, its directors, officers, agents and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend Boone County Family Resources from its own negligence.
21. **Default** – In the case of default by Contractor, the Agency will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
22. **Billing and Payment** – Invoices shall be submitted to the Property & Facilities Manager at BCFR, 1209 E. Walnut, Columbia, MO 65201. Payment will be made within 30 days from performance of the service and receipt of an accurate invoice.
23. **Legal Requirements** – Contractor shall do all work in such manner as to comply with all City ordinances related to business/occupational licenses and shall be aware of all ordinances that may impact the time or performance of work.

SECTION III -RESPONSE PRESENTATION AND REVIEW

1. **Response Content** – In order to directly compare competing Responses, Bidder must submit Response in strict conformity with the requirements state herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A".
2. **Submittal of Responses** – Responses must be received by the date and time noted on the title page.
3. **Submittal Package** – Submit your Response in a sealed envelope, clearly marked on the outside with the Project Name and the due date and time.
4. **Bid Opening** – On the date and time and at the location specified on the tile page, all Responses will be opened in public.
5. **Response Clarification** – The Agency reserves the right to request additional written or oral information from Bidders in order to obtain clarification of Responses.

6. **Rejection or Correction of Responses** – The Agency reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response that are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at Agency discretion. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
7. **Evaluation Process** – The Agency’s purpose in the evaluation process is to determine from among the Responses received the one best suited to meet the Agency’s needs at lowest possible cost. Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.
8. **Preference for Missouri Businesses** - A preference will be given to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

BIDDER RESPONSE FORM

1. Company Name of Bidder _____
2. Address _____
3. City/Zip _____
4. Phone Number _____ Fax Number _____
5. E-mail Address of Authorized Representative _____
6. Federal Tax ID _____
7. Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____
8. **Lawn Care Services** - We propose to furnish the equipment/material/services as indicated in this Bid Response including all labor, equipment, parts and material required to perform such work, provided to Boone County Family Resources for the price quoted below. All equipment/material/service shall be furnished in accordance with the specifications attached hereto.

9. **Service Locations and Pricing**

Service Location	Price per Visit
In Downtown Columbia	
1209 E. Walnut including playground area behind Office building that extends to Hubbell Street	\$
1205 E. Walnut (residential house on property)	\$
200 St. Joseph (parking lot and adjacent green space to College Ave and bordering on Ash Street)	\$
208 St. Joseph (residential house on property)	\$
302 St. Joseph)	\$
308 St. Joseph)	\$
400 St. Joseph)	\$
3 empty lots with one storage shed – 3 prices required	
In Southwest Columbia	
4632 Apple Tree Lane)	\$
260 Apple Tree Court)	\$
281 Apple Tree Court)	\$
108 Granada Blvd.)	\$
3706 Santiago Drive)	\$
12 Diego Court)	\$
16 Diego Court)	\$
multi-unit apartment building on each lot – 7 prices required	

(Note: Not all locations may require service on the same schedule. Contractor may bill by individual location based on the need for services.)

10. **Authorized Representative** – The undersigned offers to furnish and deliver the services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part hereof.

Signature: _____ Date: _____

10. Print Name and Title of Authorized Representative:

Name: _____ Title: _____

INSTRUCTIONS FOR COMPLIANCE WITH VERIFICATION OF EMPLOYMENT ELIGIBILITY

Missouri law requires that Boone County Family Resources (BCFR) verify that a contractor of the agency has a program to verify the lawful presence of its employees when the contract exceeds \$5,000, and to verify the lawful presence in the U.S. of individuals when contracting for work/services. BCFR is required to obtain a sworn affidavit and documentation affirming the contractor's enrollment and participation in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/e-verify>

If you are a business entity as defined in Section 285.525 RSMo, please complete and return form *Affidavit of Participation in Work Authorization Program and Verification of Employment Eligibility Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000.

If you are a self-employed individual with no employees, please complete *Certification of Individual Bidder/Contractor and Affidavit*.

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this Certificate, the participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.