



**REQUEST FOR PROPOSALS FOR
LAWN AND LANDSCAPE MAINTANENCE**

SUBMITTAL DEADLINE
March 11, 2024, AT 10:00 A.M. CST

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REQUEST FOR PROPOSALS

CITY OF COTTLEVILLE LANDSCAPE MAINTENANCE

1.0 INTRODUCTION AND BACKGROUND

The City of Cottleville, Missouri, (the “City”) is seeking proposals from qualified landscape companies for the routine maintenance of various landscape and yard areas in the City of Cottleville

The purpose of this document is to provide interested parties information to enable them to prepare and submit a proposal for the abovementioned items. The City intends to use the results of this process to award a contract to a company who is qualified to perform the work to the best interest of the City.

The City of Cottleville is an equal opportunity employer and during the performance of this project, the contractor agrees to abide by the Equal Employment Opportunity Clause.

2.0 SCOPE

The City is planning to contract with a qualified company to provide lawn landscaping services for various locations throughout the City. Below is a description of each location. A map of each area is attached at the end of this RFP.

The bidder must complete the attached bid form with both the price for each area and a description of the services proposed.

Area 1: City Hall and Amphitheater

This area includes all the lawn areas surrounding City Hall and the Amphitheater. It is comprised of grass that has many bare spots and various types of weeds. No mowing services are required in this area.

Area 2: Old Town

This area is along both sides of Highway N, Fifth Street and Main Street in the downtown historic area. There are several landscaping islands along the roadways that need replanting of some type of annual flowering plant or green shrubbery. The islands require constant weed maintenance. No mowing services are required in this area.

Area 3: City Dog Park

The City Dog Park is in Legacy Park below City Hall. It is an area that is fenced and receives extensive activity from pets and their owners. It has been a problem to maintain grass in this area. It may need to be aerated and have lime applied as well as the other required applications for weed control and new growth. No mowing services are required in this area.

Area 4: Athletic Field

This field is located at the east end of Legacy Park. It has been a problem to maintain grass in this area. It may need to be aerated and have lime applied as well as the other required applications for weed control and new growth. No mowing services are required in this area.

3.0 PROCURING AND CONTRACTING

This RFP is being administered by the City of Cottleville. The person responsible for managing the procurement process will be the Assistant City Engineer.

The contract resulting from the RFP will be issued to the consultant for review and approval. Once is signed by the consultant it will be executed by the City.

4.0 CLARIFICATION AND/OR REVISIONS

Any questions concerning this RFP may be submitted via phone conversation or in writing via mail or email on or before February 29, 2023, to:

Rich Francis
Public Works Director
5490 Fifth Street
Cottleville, MO 63304

Ph: (636) 498-6565
Email: rich.francis@cityofcottleville.com

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFP immediately during the RFP process. If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the bidder should immediately notify the error to the name mentioned above for revision or clarification to the RFP.

In the event revision or clarification to the RFP becomes necessary, an addendum to the RFP will be provided to all known recipients.

5.0 GENERAL CONDITIONS

- A. Bidders are expected to fully inform themselves as to the conditions and requirements before submitting a proposal.
- B. City reserves the right to award no contract or to not select the lowest bid in response to this RFP.
- C. The bids, if awarded, will be awarded to the Respondents whose submittals are deemed most advantageous to City.
- D. City may award Areas 1 thru 4 individually to separate companies or collectively to one Company.
- E. City reserves the right to accept or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- F. In the event the parties cannot negotiate and execute a contract within the time specified by the City, the City reserves the right to terminate negotiations with the selected Company and commence negotiations with another Company.

- G. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- H. Independent Contractor. Company agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Company's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- I. Immigration Law. Section 285.530.2 RSMo requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation that the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. An affidavit will be required as a condition of the contract prior to or at the time of execution that the company has such a program, has provided documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
- J. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Company should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Missouri Sunshine Law, since information deemed to be confidential by Company may not be considered confidential under Missouri law, or pursuant to a Court order.
- K. Any cost or expense incurred by the Company that is associated with the preparation of the submittal or during any phase of the selection process, shall be borne solely by Company.
- L. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

6.0 INSURANCE AND LEGAL RESPONSIBILITY

6.1 Insurance

Liability Insurance: The Company and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

The Company shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the

engineer may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Company and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The Company shall comply fully with the requirements of the Workmen's' Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following unless written approval is granted:

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$1,000,000
 - 2) Injury to more than one person
in a single accident \$3,000,000
 - 3) Property damage \$1,000,000
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$3,000,000
 - 2) Injury to more than one person
in a single accident \$3,000,000
 - 3) Property damage \$1,000,000

Endorsements of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

- A. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
- B. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.
- C. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.
- D. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
- E. The City must be listed on all Certificates of Insurance as additional insured.

- F. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

6.2 Indemnity

The Company shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reasons of any omission or act of the contractor, its agents or employees, in the execution of the work or in the guarding of it.

7.0 SUBMISSION REQUIREMENTS

Companies interested in the above project should submit at a minimum two copies of the included bid form in a sealed envelope, clearly marked on the front “2023 Lawn and Landscaping RFP”

All submittals must be received at City Hall **no later than 10:00 a.m. CST on Monday, March 11, 2024** at the address below:

Mailing Address:

City of Cottleville
Attn: Rich Francis
5490 Fifth Street
Cottleville, MO 63304

Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

BID FORM

1. Mowing is not included in this RFP
2. The Dog Park and the Amphitheater have irrigation

Area 1: City Hall and Amphitheater

FEE: _____

Description of Services:

Fertilizing: Five (5) treatments

Early Spring – Pre-emergent/Turf Builder and Weed Control

Early Summer – Summer Turf Builder and Weed Control

Early Summer – Grub Treatment and Weed Spray

Early Fall – Super Turf Builder& Weed Spray

Late Fall – Winterize and Weed Spray

Aeration: Aerate and Overseed in Fall

Area 2: Old Town

FEE: _____

Description of Services:

Landscape Bed Maintenance:

Weekly Trimming, Pulling and Spraying Weeds During the Entire Growing Season

Area 3: City Dog Park

FEE: _____

Description of Services:

Fertilizing: Five (5) treatments

Early Spring – Pre-emergent/Turf Builder and Weed Control

Early Summer – Summer Turf Builder and Weed Control

Early Summer – Grub Treatment and Weed Spray

Early Fall – Super Turf Builder& Weed Spray

Late Fall – Winterize and Weed Spray

Aeration: Aerate and Overseed in Fall

Area 4: Athletic Field

FEE: _____

Description of Services:

Fertilizing: Five (5) treatments

Early Spring – Pre-emergent/Turf Builder and Weed Control

Early Summer – Summer Turf Builder and Weed Control

Early Summer – Grub Treatment and Weed Spray

Early Fall – Super Turf Builder & Weed Spray

Late Fall – Winterize and Weed Spray

Aeration: Aerate and Overseed in Fall

TOTAL FEE: _____