

CITY OF RAYTOWN, MISSOURI
REQUEST FOR PROPOSAL



MOWING AND NUISANCE ABATEMENT
SERVICES

SUBMITTAL DEADLINE

April 16, 2025 – 2:00pm

RFP NUMBER

ADVERTISEMENT FOR BID

The City of Raytown is soliciting proposals from qualified businesses to provide mowing and nuisance abatement services for the Community Development Department.

The City will be accepting sealed proposals until the deadline April 16, 2025 at 2:00pm,

Sealed bids to provide these services should be sent to:

Raytown City Hall
Administration, City Clerk
10000 E 59th Street
Raytown, Missouri 64133

Bids should be clearly marked on the envelope with the title of the request for proposal.

Bids received after the deadline date and time listed above will be returned unopened. No fax bids, phone in bids, or bids received via email will be accepted.

Copies of this solicitation may be obtained, at the City Clerk's Office, 10000 E 59th Street, Raytown, MO. 64133 and the document will be available on the City's website at raytown.mo.us/bids until the submission deadline.

The City of Raytown reserves the right to accept or reject any or all bids received and to waive informalities and irregularities in offers received in accordance with the bid documents.

TERMS AND CONDITIONS

GENERAL:

1. It is the intent of this solicitation to obtain bids for furnishing mowing and nuisance abatement services to the Community Development Department of the City of Raytown. Said services to be furnished in accordance with the agreement resulting from this solicitation shall be completely suitable for the operational use of that department/division.
2. The successful bidder agrees to extend its bid pricing, agreement terms and conditions to other municipalities or governmental agencies in Jackson County throughout the term of the resulting agreement.
3. The agreement documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed City of Raytown agreement.

AGREEMENT PERIOD:

1. The agreement resulting from this solicitation shall be for a period of one (1) year from date of award.
2. The agreement may be extended annually, by mutual agreement. The City will notify the vendor, in writing, no later than thirty (30) days prior to expiration of the agreement as to its desire for extension. Any request by the vendor for consideration of a price adjustment must be made to the city at the time of renewal, and must only be based on increased cost to the vendor to provide this specific service called for in the solicitation. Verification of these increased costs shall be furnished to the city upon request. Any upward price adjustment approved by the city shall impose upon the vendor the

requirement to advise and extend to the city price reductions when costs similarly decrease.

3. The City of Raytown reserves the right to cancel and terminate this agreement in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any agreement cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. Fiscal Non-Funding Clause – in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Bidder/Contractor of such occurrence and the agreement shall terminate on the last day of the current fiscal period without penalty or expense.

BID PRICE:

1. The bid price(s) shall remain firm during the period of the agreement.
2. Prices shall be quoted on a per unit cost basis per each lot specified by size. Prices shall be inclusive of all labor, equipment and materials to accomplish the specific scope of services as noted on the bid form. Fuel fees and administration costs shall be included in the bid price.
3. Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the Bidder.

SPECIFICATIONS – DESCRIPTION OF SERVICES:

1. Any deviation from the terms, conditions, and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible therefore.
2. Services will be performed on an as needed basis and as directed by the Community Development Director or their designated representative(s).
3. The City reserves the right to include other departments within the City, which may have a requirement for these services.
4. If in the event it is in the best interest of the City to have a mowing project accomplished by another party for any reason, the City reserves the right to do so. This action will not waive or void any terms and conditions within this agreement.

BID EVALUATION AND AWARD:

1. Bid evaluation will be based on price, conformance with specifications and the bidders ability to perform the agreement in accordance with the terms and conditions required.

Bidders will submit, with their proposal, all data necessary to evaluate and determine the quality of the items and services they are providing.

2. Bidders shall submit at least three (3) references of customers, firms, organizations, or governmental entities for which mowing services have been performed within the last two (2) years or bid shall be considered non-responsive.
3. Bidders shall submit with their bid offer a listing of all equipment the Bidder will utilize in the prosecution of this agreement, including rolling stock, tractors, mowers, and any other specialized equipment.
4. The City intends to award this RFP to the lowest, best, and most responsive and responsible bidder overall, or by group, whichever is more advantageous to the City. However, the City reserves the right to reject any and all bids received.
5. The City shall be the sole judge as to the relative merits of the proposals received.

DELIVERY AND ACCEPTANCE:

1. The City will order services by issuance of a City of Raytown work order. Each work order will specify the scope of services required, the location, and the commencement and completion dates.
2. The work will be performed within 3 business days (72 hours) of work order receipt by the vendor. In the event the services can not be performed within 3 business days, the Bidder/Contractor shall notify the Community Development Director and the parties will negotiate a timeframe for completion of the work.
3. Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services delivered meet bid specifications and conditions. Should the services differ in any respect from the specifications, payment will be withheld until such time as the Bidder/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the City, final acceptance of the services may be refused, in which case the City shall not be liable for payment for any portion thereof.

PAYMENT:

1. Payment for services received will be accomplished by submission of an invoice, with the work order number listed and before and after time-stamped photos to:

City of Raytown
Community Development Department
10000 E 59th Street
Raytown, MO 64133

2. Payment will be made within thirty (30) days after receipt of invoice by the Finance Department of the City of Raytown.

SCOPE OF WORK:

1. The Bidder/Contractor shall supply all necessary labor, equipment, tools, and materials required to perform the services as described herein, at the locations and within the parameters listed.
2. Work within the agreement shall be performed within 3 business days (72 hours) of work order receipt by the Bidder/Contractor, or by an agreed date thereafter.

MOWING AND DISPOSAL REQUIREMENTS:

1. Mowing height for both vacant and residential lots shall be three (3”) inches.
2. Any accumulations of grass trimmings and cuttings shall be removed from the property.
3. Vendor shall trim all grass around any building on the property and along all fences on the property.
4. Sidewalks, driveways, and streets shall be cleaned of all grass trimmings and cuttings.
5. Trash and litter that impede mowing on the property shall be removed before mowing.
6. Broken and dead tree limbs that impede mowing of the property shall be removed from the property.

EQUIPMENT REQUIREMENTS:

1. Equipment required to perform services must meet the following minimum specifications:
 - a. Mowing equipment shall be capable of mowing heavy underbrush, thick fennel, etc.
 - b. Equipment must be in good repair and shall be maintained during the agreement term. The City has the right to inspect equipment for conformity with specifications.

CITY OF RAYTOWN – STANDARD TERMS AND CONDITIONS

All bidders for city work are expected to comply with City of Raytown standard terms and conditions. Submission of a bid on response to this proposal constitutes acceptance of these standard terms and conditions.

1. *Procedures.* The extent and character of the services to be performed by the contractor shall be subject to the general control and approval of Director of Community Development or their authorized representative(s). The contractor shall not comply with requests and/or orders issued by any other person. Both the City of Raytown and the Contractor must approve any changes to the agreement in writing.
2. *Agreement Award.* Award of this agreement is anticipated prior to the end of February 2021.
3. *Insurance.* The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raytown by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raytown shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). Proof of coverage as contained herein shall be submitted prior to obtaining the business license coverage and shall be maintained by the Bidder/Contractor for the duration of the agreement period. Claims made on policies must be enforce or that coverage purchased for three (3) years after agreement completion date.
 - a. *General Liability.* Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.
Minimum Limits General Liability:
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 General Aggregate
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit
100,000 Damage to Rented Premises
 - b. *Vehicle Liability.* Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. *Workers' Compensation.* Limit as required by the Workers' Compensation Act of Missouri: Employers Liability:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$500,000 Each Employee

4. *Hold Harmless Clause.* The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City of Raytown, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding agreement work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree in carrying out the terms of the Agreement between the City and Bidder/Contractor.
5. *Exemption from Taxes.* The City of Raytown is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.
6. *Employment Discrimination by Contractor Prohibited / Wages / Information.* During the performance of an agreement, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

7. *Invoicing and Payment.* The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the outlined schedule, with attachments.

8. *Cancellation.* The City of Raytown reserves the right to cancel and terminate this agreement in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any agreement cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
9. *Agreement Disputes.* The Contractor shall give written notice to the City of Raytown of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Director of Community Development no later than sixty (60) days after final payment. If the parties cannot mutually resolve the claim, then the Director of Community Development will make findings as to the Contractor's claim and mail said findings to the Contractor within thirty (30) days of receipt of the claim.

The Director of Community Development's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

10. *Severability.* In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
11. *Applicable Laws.* This agreement shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raytown codes.
12. *Drug/Crime Free Work Place.* The Bidder acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents while performing services under this Agreement are prohibited:
 - a. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - c. Any crimes committed while on City property.

The Bidder/Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the City of Raytown in addition to any criminal penalties that may result from such conduct.

13. *Inspections.* At the conclusion of each job order, the Bidder shall demonstrate to the Community Development Director or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raytown.
14. *No Escalation of Fees.* The pricing of services contained in the agreement for the selected Contractor shall remain in effect for the duration of the agreement. No escalation of fees will be allowed.
15. *Permits.* The successful contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raytown. This license can be obtained from the Community Development Department, 10000 E 59TH Street, Raytown, Missouri, 64133.

Bids shall be signed in blue ink by the individual or authorized principals of the firm. Bids must give full firm name and address of bidder. Failure to manually sign bid form may be cause for disqualification. Person signing bids should show title or authority to bind firm in an agreement.

All Bidders/Contractors shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed and within the past 24 months. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

Bids may be held by the City of Raytown for a period not to exceed sixty (60) days from the date of bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the agreement.

The Bidder/Contractors shall ensure that the appropriate signatures and seals are affixed to the document. Bid Documents shall be sealed in an envelope, which shall be clearly labeled with the words "Bid Documents, Lot Mowing and Nuisance Abatement Services – City of Raytown, and the Bidders/Contractor's Name".

Bids are invited for the work as described above in the Standard Terms and Conditions. An agreement may be awarded to the lowest responsive and responsible bidder.

The City of Raytown reserves the right to reject any or all bids or to waive any informality in the bidding, or to negotiate and suggest modifications and amendments, which would make the bid acceptable.

BID FORM
TERM AGREEMENT FOR LOT MOWING SERVICES

Lot Mowing:

Lot – Less than ¼ acre	➤	\$.00 per lot
Lot – ¼ acre to 1 acre	➤	\$.00 per lot
Lot – 1 acre to 3 acres	➤	\$.00 per acre
Lot – Over 3 acres	➤	\$.00 per hour
Debris clean-up of property prior to mowing	➤	\$ _____	.00 per hour
Debris haul off	➤	\$ _____	.00 per lot plus dump fees
Debris haul off	➤	\$ _____	.00 per acre plus dump Fee

Description	Actual	Unit Price	
Rough Mowing (brush hog) tractor w/operator			
Finish Mowing (push mower) w/operator			
Weed eater w/operator			
Power blower/sweeper w/operator			
Removal and/or spraying of noxious weeds (poison ivy, poison Oak, poison sumac, thistles, etc.) w/operator			
Chainsaw w/operator			
Tractor equipment w/operator			
Removal of Junk, Trash, and Debris			
Disposal Fee (for Junk, Trash, and Debris)			
Appliance Disposal			
Tire Disposal			
Labor only (i.e. refuse removal, etc.)			
Hauling trailer w/operator			
Dump truck w/operator			
Boarding up/securing property (including material necessary)			

Removal of standing water in swimming pool or rank pond			
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Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Authorized Signature: _____

Print Name: _____

Note: Failure to submit bid on this form may be cause for disqualification

BID FORM – EQUIPMENT LISTING

Bidder shall indicate below a complete listing of all equipment that would be used in the performance of this agreement, including rolling stock, tractors, mowers, and any other specialized equipment. Indicate whether such equipment is owned by the company. Failure to complete and return this section may be cause for disqualification.

	Company Owned:	
	Yes	No
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Yes _____ No _____
Yes _____ No _____

Please list below three references where your company has performed similar work and within the past 24 months.

Organization: _____
Contact Name: _____
Phone Number: _____
General Description of Work: _____

Organization: _____
Contact Name: _____
Phone Number: _____
General Description of Work: _____

Organization: _____
Contact Name: _____
Phone Number: _____
General Description of Work: _____

