

Invitation for Bids

LAWN MOWING SERVICE

2020



Atchison County, Kansas

2020 LAWN MOWING BID PACKET

Invitation for Bids

Atchison County is seeking bids for providing lawn mowing services for the 2020 mowing season. A complete RFP packet of information is available on the County's website, www.atchisoncountyks.org. Questions about this RFP should be directed to Joe Bowen, Maintenance Supervisor, 423 North 5th Street, Atchison, KS 66002, (913) 804-6009, Email: jbowen@atcoks.org.

To be considered, each bidder must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet.

Proposals will be accepted until 1:00 p.m. on March 3, 2020, and are to be submitted to Michelle Phillips, Atchison County Clerk, Atchison County Courthouse, 423 North 5th Street, Atchison, Kansas 66002. The bids will be opened and read at the regular meeting of the Board of County Commissioners on March 3, 2020.

Envelopes shall be clearly marked "BID – LAWN MOWING SERVICE – 2020," or words of similar import, on the outside of the envelope.

SCOPE OF WORK

Properties to be mowed:

Atchison County is seeking bids for providing lawn mowing services at the following locations:

1. Parking lot, 600 Parallel Street, Atchison, KS 66002
2. Vacant lot east of courthouse, 428 Parallel Street, Atchison, KS 66002
3. Parking lot, 425 Atchison Street, Atchison, KS 66002
4. Rescue and storage, 2505 US-73, Atchison, KS 66002
5. Emergency Medical Services, 10443 US-59, Atchison, KS 66002
6. Atchison Senior Village, 1419 North 6th Street, Atchison Kansas
7. Atchison County Courthouse, 423 North 5th Street, Atchison Kansas 66002
8. Law Enforcement Center, 518 Parallel Street, Atchison Kansas 66002
9. Memorial Hall, 819 Commercial Street, Atchison Kansas 66002

Specifications:

The successful contractor will provide all mowing, weed eating and lawn care for all the county properties listed above from date of award through the 2020 mowing season. The County will have the option of renewing the contract for up to three (3) additional one-year periods; subject to agreement between both the County and the contractor after each year.

- A. Depending on weather, each property will be mowed as needed, but approximately weekly, or less when weather conditions inhibit growth.
- B. Services will include trimming around all trees, lamp posts, picnic tables, buildings, monuments, fences, walks, parking, driveways and any other place where grass or weeds

are growing, except that the contractor shall not mow over flower beds.

- C. Care must be taken to prevent mower discharges onto buildings, fences, patio areas, and storm water drains.
- D. Mowing schedule will have to work around any events at any facility where mowing would be an inconvenience.
- E. For the Atchison County Courthouse, Law Enforcement Center, and Memorial Hall the scope of work will also include cleaning decks, blades, weed eaters, edger, and all equipment prior to use to prevent weed seeding.
- F. The Atchison County Courthouse, Law Enforcement Center, and Memorial Hall lawns are equipped with irrigation, so care must be taken not to damage irrigation system.
- G. Lawns with irrigation may need mowed at times when other lawns will not.
- H. All sidewalks must be edged every other week.
- I. Trimming is required around all buildings, curbs, sidewalks, fencing and all other obstacles on each site. After each mowing, all grass clippings and debris shall be blown off of sidewalks and parking areas. Grass and debris must also be kept off driveways and streets located adjacent to the mowing areas. Do not throw grass onto buildings, cars, landscaped beds, etc.
- J. Mowing patterns are to be changed regularly to prevent scalping and erosion/ruts in the lawns. In the event this should happen, the contractor shall be responsible to repair and re-seed.
- K. Any trash shall be picked up before and after mowing.
- L. Any tree limbs (4-inches in diameter and smaller) on lawns at the time of mowing shall be removed and properly disposed of. Contractor shall notify the Maintenance Supervisor of limbs over 4-inches that need to be removed.
- M. No yards or fields shall be left with wind-rows or heavy coverage of clippings.

EQUIPMENT TO BE USED

All bids shall include the following:

- A list of equipment (number and sizes of each) to be used; and
- The number of staff needed to fulfill the requirements of this contract.
- The successful contractor will assign a contact person as the individual that the District representative is to communicate and deal with.

PERFORMANCE CLAUSE

Telephone notification by Atchison County may be made to a designated representative (phone number given below) of contractor to skip any week(s) of mowing. If telephone notification is made, this will be considered notification and no payment for services will be made for any week(s) mowing company was notified not to mow.

Work will be inspected by Joe Bowen, Maintenance Supervisor. County may, at its discretion, terminate this agreement at any time without liability, except for services already authorized and performed by contractor.

GENERAL INSTRUCTIONS

1. Each bid shall include all costs for labor, equipment, supplies and material charges to complete the work at the locations indicated and as requested by the Maintenance Supervisor.
2. The lawn mowing season consists of approximately 26 weeks, but there is no guarantee that 26 mowings will be authorized.
3. Lawn mowing in 2020 will begin around April 10, 2020 and could run until the second full week of November, if needed.
4. All applicants must be fully insured for the types of operations required by bid. A copy of insurance must be provided upon request. Proof of insurance will include worker's compensation and liability for injury and/or property damage.
5. **All applicants must visit the site with Joe Bowen, Maintenance Supervisor, in developing the bid.** Contact information shall be exchanged at this time for notification if needed for bid changes.
6. Atchison County reserves the right to reject any or all bids or parts of bids, when in this reasoned judgment, the public interest will be served thereby.
7. Atchison County may waive formalities or technicalities in bids as the interest of Atchison County may require.
8. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices; as Atchison County is exempt from them by law. Tax exemption certificate will be furnished upon request.
9. Failure to perform as guaranteed, or any other default by the Contractor may result in disqualification of the Contractor from future bidding.
10. Should bidder take exception to any terms, conditions, or specifications stated herein, such exception must be so noted IN WRITING within your bid submittal and an alternative stated. Failure to do so will result in the assumption and requirement of compliance with said terms, conditions, and specifications as stated.
11. The purpose of the specifications is to give detailed information of the services requested by Atchison County. Bidders shall carefully check all requirements herein set forth and shall offer services which fully comply with these requirements or shall plainly set forth all points, feature, conditions, specifications, etc., wherein the services offered does not meet these specifications. Such exceptions as are made shall be explained in detail in a letter accompanying your bid. Failure to outline such exceptions will result in assumption of compliance to said specifications.
12. All bids shall be submitted on the forms contained herein. Copies of addenda, if any, shall be signed and attached to these bid documents.
13. Faxed bids will not be accepted.
14. The contractor assumes responsibility for all loss or damage caused by theft, fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which

the work of this contract is to be done. The contractor has the privilege of insure in full or in part against such loss or damage, responsibility for which is here assumed.

15. Any person submitting a bid who is in doubt as to the true meaning of any part of these specifications and other contract documents may submit to the Maintenance Supervisor a written request for an interpretation thereof. All such requests for clarifications and/or additional information will be addressed to all prospective bidders by means of written addendum. Any other explanation or interpretation of the proposed documents shall not be considered valid nor a part of these terms, conditions, and specifications.
16. Each bid shall be signed by the person making the bid, along with the firm name, mailing address, and telephone number. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bid shall be sealed and plainly marked as a bid for this particular contract.
17. Any damage to County property (including property belonging to staff, visitors, passersby, etc.) must be reported immediately to the Maintenance Supervisor. Repairs to damaged property will be at contractor's expense.
18. The Maintenance Supervisor reserves the right to request additional mowing(s) on the listed sites for special occasions.
19. The Maintenance Supervisor shall coordinate and inspect the finished mowing at any/all sites.
20. Contractor shall not assign this agreement. No subcontracting will be allowed.
21. All workers shall be employees of the contractor.
22. All property owned by Atchison County is "Smoke Free." The use of tobacco products, alcohol, illegal drugs and profanity is prohibited on County property.
23. Dress attire that presents a professional image and is appropriate to the task.
24. The County reserves the right to ask the contractor to remove any employee (of the contractor) whom Atchison County finds objectionable.
25. Atchison County may reduce any and all mowing frequencies during dry periods.
26. Either party shall have the right to terminate the contract, with no penalties paid by the County, at any time for any reason by the giving of written notice. Such notices shall be personally delivered or sent by certified mail, return receipt requested.

Billing and Payment:

Monthly invoices shall be submitted to the Maintenance Supervision within 10 days after the end of each month. Invoices shall be itemized with the site and date(s) of each mowing, etc. Invoices received will be processed for payment after approval by The Board of County Commissioners, generally within fifteen days after the invoice is submitted.

CONTRACTUAL PROVISIONS ATTACHMENT ATCHISON COUNTY, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving Atchison County.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Atchison County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. Kansas Cash Basis Law: This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Atchison County shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the Board of County Commissioners of Atchison County, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Atchison County shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. Disclaimer of Liability: No provision of this contract will be given effect that attempts to require Atchison County to hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County; (f) if it is determined that the contractor has violated applicable

provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the County or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Atchison County and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility for Taxes: Atchison County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: Atchison County shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the County to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

ATCHISON COUNTY LAWN MOWING SERVICE BID FORM - 2020

BIDDER NAME:

BIDDER ADDRESS:

BIDDER PHONE:

CELL PHONE

BIDDER EMAIL:

Bids are for each mowing.

Per Mowing BID for properties one through six, inclusive: \$ _____

1. Parking lot, 600 Parallel Street
2. Vacant lot east of courthouse, 428 Parallel Street
3. Parking lot, 425 Atchison Street
4. Rescue and storage, 2505 US-73
5. Emergency Medical Services, 10443 US-59
6. Atchison Senior Village, 1419 North 6th Street

Per Mowing BID for properties 7 through 9, inclusive: \$ _____

7. Atchison County Courthouse, 423 North 5th Street
8. Law Enforcement Center, 518 Parallel Street
9. Memorial Hall, 819 Commercial Street

TOTAL PER MOWING BID FOR ALL PROPERTIES: \$ _____

Atchison County will only accept one bid, but the properties 7 through 9, inclusive, may be mowed more frequently than properties one through six, inclusive.

Bidder certifies that Bidder has thoroughly reviewed the ATCHISON COUNTY INVITATION FOR BIDS LAWN MOWING SERVICE – 2020.

If this bid is signed by a representative of the bidder, such person represents that such person is duly authorized to execute this Bid on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Signature:

_____ Date _____

**FORM OF
CONTRACT FOR LAWN MOWING SERVICE - 2020**

THIS CONTRACT FOR LAWN MOWING SERVICE - 2020, by and between the Board of County Commissioners of Atchison County, Kansas, ("COUNTY") and (contractor) ("CONTRACTOR"), made this ____ day of February, 2020.

CONTRACTOR agrees to provide Lawn Mowing Services, and COUNTY hires CONTRACTOR to provide Lawn Mowing Services, all as more particularly described in the ATCHISON COUNTY INVITATION FOR BIDS, LAWN MOWING SERVICE – 2020, and the CONTRACTUAL PROVISIONS ATTACHMENT, ATCHISON COUNTY, KANSAS, which are incorporated herein.

COUNTY:

CONTRACTOR:

COUNTY'S REPRESENTATIVE: Joe Bowen, Maintenance Supervisor, 423 North 5th Street, Atchison, KS 66002, (913) 804-6009, Email: jbowen@atcoks.org.

CONTRACTOR'S REPRESENTATIVE: LIST NAME AND CONTACT INFORMATION