LEGAL NOTICE

REQUEST FOR BID
SEALED BID 15-040

For

Lawn Care Services

For

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking bids for **Lawn Care Services**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One [1] signed original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked **"15-040 Lawn Care Services"** with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 2/19/2015 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, ***no phone calls please***. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Pam Luesse, Purchasing Coordinator
St. Charles County Government
201 North Second Street, Room 541
St. Charles, MO 63301
pluesse@sccmo.org

For questions or inquiries concerning the specifications please contact:
Jim Irlander, Assistant Director
Facilities Management Department
St Charles County Government
300 North Second St, Room 101
St. Charles, Missouri 63301
Fax: (636)949-3014
jirlander@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **3:00 PM** on **2/13/2015**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website http://finance.sccmo.org/finance. Check this website frequently for updates and any addendum that are issued.

Proposal Response from (please complete)

_____
Name of Company or individual

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.
Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.

The Contractor is encouraged to visit all sites and confirm the scope of work for each site prior to submitting a proposal. Some lawn areas are located on a steep grade that may limit the use of certain types of powered equipment.

All proposals shall include site specific costs. The County will not accept a general proposal specifying a cost for services per base unit of area.

Proposal Response from (please complete)

_____
Name of Company or individual

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

- All delivery costs or charges must be included in the F.O.B. destination bid price.

- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

- Vendors are required to clearly identify any deviations from the specifications in this document.

- An authorized officer of the company submitting the bid must sign all bids, in blue ink.

- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.

- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.

- The successful bidder is specifically denied the right of using, in any form or medium, the names of St. Charles County or any other public agency of St. Charles County Government

Proposal Response from (please complete)

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Name of Company or individual

for public advertising unless express written permission is granted.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.

- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes* Section *285.530)*

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program **(E-Verify)** with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program **(E-Verify)** and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit in included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

***** PLEASE NOTE:***

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

Proposal Response from (please complete)

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Name of Company or individual

The online address to enroll in the E-verify program is:

https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Proposal Response from (please complete)

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Name of Company or individual

BID SPECIFICATIONS

St. Charles County Government is seeking bids for a Contractor to provide Professional Lawn Care Services for the Facilities Management Department. The Vendor shall provide all labor, material, and equipment as required to meet the following specifications:

General Conditions

- The Contractor must possess the appropriate State and Local business registrations and / or licenses as required to perform the proposed services.
- The Contractor must comply with all Federal and State Employment / Labor regulations including those from the U.S. "Occupational Safety and Health Administration".
- The Contractor must employ personnel that are legally authorized to work in the United States. The Contractor must be capable of providing appropriate employment documentation for their workers in a timely manner upon the request of the County.
- The Contractor must provide all applicable Insurance Certificates to the County upon the award of the bid.
- The County shall compare the bids by projecting a total annual cost of services using historical service frequencies for each facility.
- The County reserves the right to request changes in the frequency of services performed at individual facilities throughout the term of the service agreement.
- The County reserves the right to add facilities to the list of County Facilities with the approval of the Contractor without voiding the existing service agreement. The County reserves the right to self-perform Lawn Care Services for any facility on the list of County Facilities.
- If possible, the County intends to award the Lawn Care Services for all sites to one Contractor. Accordingly, the County reserves the right to award service agreements to multiple Contractors as necessary to meet the operational requirements of the County.
- The Contractor must clearly state any exclusions or deviations from the bid specifications. The statement of exclusions or deviations must be submitted to the County with the bid.
- The Contractor must provide a list of references containing at least three commercial clients that the Contractor serviced in 2014. The Contractor must submit this list of references with their proposal.
- A representative of the Contractor must make themselves available to meet with the County between the hours of 8:00 am and 4:30 pm. on conventional business days throughout the term of the agreement.

Lawn Care Specifications

- With limited exceptions, the Contractor shall be responsible for cutting and trimming all grass lawn areas contained within the property lines of the County facility. All exclusions and exceptions are included in the facility descriptions provided in the list of County Facilities.
- The Contractor shall not be responsible for cutting prairie grass areas or landscaped areas containing decorative grasses
- The Contractor is not required to bag or collect grass clippings from the lawn areas serviced by the Contractor.
- The Contractor must clear grass clippings from all parking lots, sidewalks, and common areas adjacent to the lawn areas serviced.

Proposal Response from (please complete)

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Name of Company or individual

- The Contractor shall only provide Lawn Care Services on a schedule that has been authorized by the County. The Contractor shall not initiate any periodic Lawn Care Services without receiving an authorization to proceed from a representative of the County's Facilities Management Department.
- The County may request additional Lawn or Landscaping Services from the Contractor at an additional cost to the County. Such services may include seeding, sodding, fertilizing, weed control, pruning, mulching, planting, and other grounds related activities.
- The Contractor must take precautions as necessary to prevent damage to County property as well as vehicles located on County property at the time said services are performed. The property includes building structures, building signage, flagpoles, monuments, fences, landscaping, sprinkler systems, fire hydrants, generators, fuel tanks, and other permanent equipment. The Contractor shall promptly notify the County of any damages caused as a result of the Contractor's activities. The Contractor shall be responsible for repairing all said damages at the expense of the Contractor.
- The Contractor shall be responsible for repairing any areas of grass damaged by the Contractors equipment. Specifically, the Contractor shall be responsible for restoring any area of turf to its original condition if the Contractor operates equipment in wet conditions. The Contractor shall also be responsible for any areas of turf damaged by fuel, hydraulic fluid, engine oil, or other fluids discharged as a result of the Contractor's activities.
- The Contractor must not operate any power equipment on County property immediately adjacent to residential areas before 7:30 am. The Contractor shall not initiate any lawn service operations on County property before the sun has risen, and the Contractor shall cease all operations on County property within 15 minutes after the sun has set. The Contractor shall not perform any lawn care services on County property using artificial lighting in lieu of sunlight.

County Facilities

The Vendor shall perform Lawn Care Services at the following St. Charles County Government Facilities. Unless stated otherwise, the facility is located within the city limits of the City of St. Charles. The Contractor shall note the following descriptions, exemptions, or exclusions as provided for each facility.

1) Executive Office Building and Administration Building
   100 N. Third Street and 201 N. Second Street

   Includes all grass lawn areas contained within the property lines. Includes grass lawn areas between the perimeter sidewalks and street curbs along 2nd Street, Jefferson Street, and 3rd Street. Also includes the grass lawn areas immediately adjacent to the County's parking lot located at 3rd Street and Monroe as well as the grass lawn area located between the sidewalk and street curb along Monroe Street.

   The area located adjacent to the west side of the Administration Building shall be treated and bid as a separate entity. This area is located between the Administration Building and the retaining wall of the County parking lot located at 3rd Street and Monroe. Lawn Care services for this area are performed less frequently than the remainder of the site.

2) Community Health Building
   1650 Boone's Lick Road

Proposal Response from (please complete)

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Name of Company or individual

Includes all grass lawn areas contained within the property lines. Includes the grass lawn areas surrounding the adjacent parking lot located immediately north of the Health Building. The facility is adjacent to residential structures.

3) Criminal Justice Center
301 N. Second Street

All grass lawn areas are located to the west of the Criminal Justice Center. These areas include the radio tower courtyard adjacent to the west side of the Criminal Justice Center and the grass lawn areas surrounding the two County parking lots and the brick building located along 3rd Street. The parking lots and building together occupy the full length of the block immediately adjacent to 3rd Street between Monroe Street and Adams Street. This County property is adjacent to residential structures on the remaining western half of the block.

4) Juvenile Justice Center
1700 South River Road

Includes all grass lawn areas contained within the property lines.

5) Family Arena
2002 Arena Parkway

Includes all grass lawn areas immediately adjacent to the Arena Building. Does not include areas located between the "Katy Trail" state park and the Family Arena parking lot.

6) St. Charles County Courts Annex Building
400 N. Second Street

Includes all grass lawn areas between the building / parking lot and the alley located on the east side of the facility.

7) Elections Building
397 Turner Boulevard
St. Peters, Missouri

Includes all grass lawn areas located within the property lines of the facility as well as the grass areas surrounding the overflow parking area located immediately west of the Elections Building.

8) St. Charles County Police Building
101 Sheriff Dierker Court
O' Fallon, Missouri

Includes all grass lawn areas from Tom Ginnever Avenue to the black ornamental fence that forms the northern boundary of the secured parking area.

The area located north of the secured parking area shall be treated and bid as a separate entity. This area will be used for future expansion of the facility. Lawn Care services for this area are performed less frequently than the remainder of the site.

Proposal Response from (please complete)

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Name of Company or individual

9) St. Charles County Police Training Center
1835 South Highway 94
Defiance, Missouri

Includes all grass lawn areas contained within the property lines. This includes the grass lawn areas located between the perimeter fence and Highway 94.

10) Dispatch / Alarm Facility
1605 Wentzville Parkway
Wentzville, Missouri

Includes all grass lawn areas contained within the property lines. This includes the grass lawn areas located between the perimeter black ornamental fence and the Wentzville Parkway.

11) Wentzville Radio Tower
575 Medical Drive
Wentzville, Missouri

Includes all grass lawn areas surrounding communication building and tower fence enclosure. Perimeter boundary is 10 feet to west of tower fence, 10 feet to south of tower fence, 70 feet to east of communication building all being south of the gravel driveway.

Includes the grass retention area north of the gravel driveway covering an area approximately 110 feet wide west to east and 120 foot long north to south. The facility is adjacent to residential homes.

12) St. Charles County Recycling Center
2110 E. Pitman Ave.
Wentzville, Missouri

Includes all grass lawn areas located south of Pitman Avenue to the concrete / gravel areas of the facility located on the north side of the facility. This includes all of the grass lawn areas located around the landscape berms that are located adjacent to the black ornamental fence located on the south and east side of the facility.

13) Pet Adoption Center
4850 Mid Rivers Mall Dr.
St. Peters, Missouri

Includes all grass lawn areas contained within the property lines. This includes all grass lawn areas located within the fenced dog exercise areas for the Pet Adoption Center.

Proposal Response from (please complete)

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Name of Company or individual

Facility Access

With the following exceptions, the facilities can generally be serviced by the Contractor without any physical restrictions. The following facilities require a County employee to provide the Contractor with access to the facility being serviced.

The Vendor shall note the restrictions for the following County facilities:

Criminal Justice Center 301 N. Second Street

The Radio Tower Courtyard is secured by a fence. Access to the Courtyard will be granted upon request between the hours of 7:30 am and 3:00 pm on conventional business days.

County Police Building 101 Crossings Industrial Court

Some of the grass lawn areas are located within the secured parking area of the facility. Access to the secured parking area must be requested at the driveway intercom station. The intercom station is monitored 24 hours a day / 7 days a week.

County Police Training Center 1835 South Highway 94

Most of the grass lawn areas are located within the perimeter fence of the facility. The facility is open on conventional business days between the hours of 8 am and 4 pm.

Dispatch and Alarm Center 1605 Wentzville Parkway

Most of the grass lawn areas are located within the perimeter fence of the facility. Access to the secured area must be requested at the driveway intercom station. The intercom station is monitored 24 hours a day / 7 days a week.

Recycling Center 2110 East Pitman Avenue

Most of the grass lawn areas are located within the perimeter fence of the facility. Access to the secured area is available between 9:00 am and 4:00 pm on conventional business days.

Pet Adoption Center 4850 Mid Rivers Mall Dr.

Portions of the grass lawn areas are located within fenced animal runs and a fenced animal drop off zone. Access to the fenced areas is available between 9:00 am and 5:00 pm on conventional business days..

Proposal Response from (please complete)

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Name of Company or individual

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.
Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

Proposal Response from (please complete)

_____
Name of Company or individual

BID FORM

15-040

Lawn Care Services

BID OPENING DATE: 2/19/2015 at 10:00 AM

(All charges are quoted per individual service/cut)

	2015	2016	2017
1) Executive Office Building and Administration Building			
Main Area	_____	_____	_____
Area west of Admin. Building	_____	_____	_____
2) Community Health Building	_____	_____	_____
3) Criminal Justice Center	_____	_____	_____
4) Juvenile Justice Center	_____	_____	_____
5) Family Arena	_____	_____	_____
6) Courts Annex Building	_____	_____	_____
7) Elections Building	_____	_____	_____
8) Police Department			
Main Area	_____	_____	_____
Expansion Area	_____	_____	_____
9) Police Training Center	_____	_____	_____
10) Dispatch / Alarm Facility	_____	_____	_____
11) Wentzville Radio Tower	_____	_____	_____
12) Wentzville Recycling Center	_____	_____	_____
13) Pet Adoption Center	_____	_____	_____

_____ **Date** _____

Authorized signature

Proposal Response from (please complete)

_____

Name of Company or individual

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

_____

Business Hours: _____

Phone: _____ Fax:_____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____

Proposal Response from (please complete)

_____
Name of Company or individual

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ **(Name of Business Entity Authorized Representative)** as _____**(Position/Title)** first being duly sworn on my oath, affirm _____**(Business Entity Name)** is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ _____ **(Business Entity Name)** does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____ _____
Authorized Representative's Signature **Printed Name**

_____ _____
Title **Date**

_____
E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) **(MONTH, YEAR)**

commissioned as a notary public within the County of_____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) **(DATE)**

_____ _____
Signature of Notary **Date**

Proposal Response from (please complete)

_____
Name of Company or individual