

CITY OF BELTON, MISSOURI
REQUEST FOR PROPOSAL



**ON-CALL MOWING AND NUISANCE
ABATEMENT CONTRACTORS**

SUBMITTAL DEADLINE

**Friday, March 24, 2023
11:00 AM**

RFP NUMBER

23-006

**Any questions regarding this Request for Proposal shall be submitted to Demetrius Ramirez,
Chief Building Official, at 816-892-1261 or dramirez@belton.org.**

NOTICE TO BIDDERS
On-Call Mowing and Nuisance Abatement Contractors

CITY OF BELTON, MISSOURI

Sealed proposals will be received by the Planning & Building Department at Belton City Hall Annex, 520 Main Street, Belton, Missouri, until 11:00 a.m. on Friday, March 24, 2023. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on said date and time and only the bidder name will be read aloud along with required documents checked for responsiveness. On all requests and correspondence, please reference RFP Number 23-006.

The City of Belton will accept proposals from qualified firms interested in being the provider of mowing and nuisance abatement of code violations within the City limits of Belton. The work under this Proposal consists of the following:

1. Mowing services on developed properties (and undeveloped properties in platted subdivisions) less than 12,000-sf. in size: smaller properties may include fenced yards and/or small yards requiring the usage of residential-sized lawn mowers. Yards must be mowed to a height between 2-inches and 4-inches and weed eat around buildings and fences. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
2. Mowing services on larger developed properties (and undeveloped properties in platted subdivisions) 12,000-sf. or greater in size: properties may include fenced yards and/or small yards requiring the usage of residential-sized lawn mowers. Larger properties may accommodate or require larger commercial-sized lawn mowers. Yards must be mowed to a height between 2-inches and 4-inches and weed eat around buildings and fences. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
3. Mowing services on undeveloped/unplatted properties: must be mowed to a height between 2-inches and 6-inches and may require the usage of tractors, brush hogs, or larger commercial- or agricultural-sized mowers for larger properties. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
4. Trash and debris removal: Remove trash and debris as authorized by the Chief Building Official or Director to abate a code violation. Trash and debris may include bagged or open trash, yard waste, clothing, furniture or other home furnishings, mattresses, appliances, construction material, etc. A certified landfill or dumpster hauler shall be used for disposal of all trash and debris. All costs shall be approved by the Chief Building Official or Director prior to the beginning of work.

Proactive code enforcement is a priority for the City of Belton, including the abatement of high weeds/grass and nuisance violations in a timely manner. In 2022, over 200 abatements were ordered for uncorrected high weeds/grass and nuisance violations. Approximately 80% of abatements are for high weeds/grass during the growing season, including multiple properties that have repeat abatements throughout the year.

A bid bond or certified check from a surety or bank, acceptable to the City of Belton, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw their bid for a period of six (60) days after the date of opening of bids.

The City of Belton reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City of Belton also reserves the right to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest, best and most responsive, to accept. **Due to the number of abatements typically required at peak growing season, the City of Belton reserves the right to award more than one contract to ensure violations are abated in a timely manner.**

**CONTRACT FOR MOWING AND NUISANCE ABATEMENT
(EXAMPLE; CONTRACT SUBJECT TO NEGOTIATIONS AND REVISIONS)**

On-Call Mowing and Nuisance Abatements

Request for Proposal

This Contract for Mowing and Nuisance Abatement services, hereafter referred to as the **Contract**, is made this ____ day of _____, 2023, between _____, an entity organized and existing under the laws of the State of _____, with its principal office located at _____, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as described in Appendix A of this contract, and the General Terms and Conditions in Appendix B, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within this contract, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

The Contractor agrees to the prices and the terms and conditions within this contract.

ARTICLE II
PERIOD OF SERVICE

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years with the possibility of a Council-approved two, two-year extensions up to seven (7) years. The work as specified under this contract would begin _____, 2023, and continue through _____, 2026, unless cancelled by the City according to the provisions in Article VII of this agreement.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor for the completed work as follows:

The City shall pay the Contractor for the services performed according to the following schedule:

- a. Mowing services on developed properties (and undeveloped properties in platted subdivisions) less than 12,000-sf. in size:
 - i. Hourly rate: _____
 - ii. Flat rate: _____

- b. Mowing services on larger developed properties (and undeveloped properties in platted subdivisions) 12,000-sf. or greater in size:
 - i. Hourly rate: _____
 - ii. Flat rate: _____

- c. Mowing services on undeveloped/unplatted properties:
 - i. Hourly rate: _____
 - ii. Flat rate: _____
 - iii. Minimum: _____

- d. Trash and debris removal:
 - i. Hourly rate: _____
 - ii. Disposal fee rate: _____

The City is exempt from the State of Missouri sales and use taxes on purchases made directly for the City. The Contractor shall not include any sales or use taxes on transactions between the Contractor and the City.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances as a precondition to the CITY making the first payment under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances as a condition precedent to the CITY making final payment under the Agreement.

ARTICLE IV INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE V DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs. If payment for damaging costs is not received within 10 days, payment can be withheld from the next billing cycle.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its

appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail and e-mail. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail and e-mail. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Belton, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs, In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications and/or apply any pending credits to the final invoice.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail and e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

ARTICLE VII DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

ARTICLE IX
WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at the City of Belton the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF BELTON, MISSOURI

By: _____
Joe Warren, City Manager

Attest: _____
Andrea Cunningham, City Clerk

(SEAL)

Company Name _____

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

On-Call Mowing and Nuisance Abatements

CITY OF BELTON, MISSOURI

RFP 23-006

The mowing and nuisance abatement service shall conform to all City of Belton ordinances regarding the abatement of code violations related to yard/lawn maintenance, property maintenance, and other nuisances, as defined or described in Chapter 14 of the City's Code of Ordinances.

2. **Required services to be performed by Contractor:** The contractor shall provide mowing, edge trimming, trash and debris removal services on nuisance properties as determined by the Code Enforcement division within the Planning and Building Department. A work order shall be given to the contractor authorizing work for each individual abatement. Work orders will fall under one or more of the following categories:
 - a. Mowing services on developed properties (and undeveloped properties in platted subdivisions) less than 12,000-sf. in size: smaller properties may include fenced yards and/or small yards requiring the usage of residential-sized lawn mowers. Yards must be mowed to a height between 2-inches and 4-inches and weed eat around buildings and fences. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
 - b. Mowing services on larger developed properties (and undeveloped properties in platted subdivisions) 12,000-sf. or greater in size: properties may include fenced yards and/or small yards requiring the usage of residential-sized lawn mowers. Larger properties may accommodate or require larger commercial-sized lawn mowers. Yards must be mowed to a height between 2-inches and 4-inches and weed eat around buildings and fences. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
 - c. Mowing services on undeveloped/unplatted properties: must be mowed to a height between 2-inches and 6-inches and may require the usage of tractors, brush hogs, or larger commercial- or agricultural-sized mowers for larger properties. All grass clippings are to be spread evenly over the lot or removed from lot if excessive. Grass clippings must be blown off of streets, sidewalks, driveways, or other paved surfaces.
 - d. Trash and debris removal: Remove trash and debris as authorized by the Code Enforcement Officer to abate a code violation. Trash and debris may include bagged or open trash, clothing, furniture or other home furnishings, mattresses, appliances, construction material, etc. A certified landfill or dumpster hauler shall be used for disposal of all trash and debris. All costs shall be approved by the Code Enforcement Officer prior to the beginning of work.
3. **Equipment to be used by Contractor to perform services:** The Contractor shall furnish all labor, tools, equipment, materials and supervision for the performance of all operations defined herein.
4. **Timeframe for completion of services by Contractor:** The timeframe to complete work shall be

strictly adhered to. For mowing services, the contractor shall have a maximum of seventy-two (72) hours to complete the work order from the time work order has been authorized. For trash and debris removal, the contractor shall have a maximum of forty-eight (48) hours to complete the work order from the time work order has been authorized. Special consideration shall be made for weather delays. Any and all services under this contract shall only be performed between the hours of 7:00 AM and 10:00 PM to be in compliance with the City's Code or Ordinances regarding nuisances related to noise.

**APPENDIX B
GENERAL TERMS AND CONDITIONS**

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to May 15, 2023. The City desires to enter into a contract for three (3) years with a Council-approved extension for an additional two (2), two (2) year periods, totaling (7) seven years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

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:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Automobile 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

Workers' Compensation: Limit as required by the Workers' Compensation Act of Missouri, Employers Liability:

\$1,000,000 from a single carrier.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, 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 contract 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. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City 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.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation 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.

G. Invoicing

The Contractor shall submit invoices to the City for services outlined above in Appendix A on a monthly basis.

H. Notice

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, and email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Belton,
 Attn: City Manager
 506 Main Street
 Belton MO 64012

If to Contractor:

I. Severability

In the event that any provision of this contract 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.

J. Applicable Laws

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

K. Drug/Crime Free Workplace

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

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

L. Permits

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 RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at: 506 Main Street, Belton, Missouri.

M. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest, best and most responsive bid, and to select the bid deemed most advantageous to the City. Due to the number of abatements typically required at peak growing season, the City of Belton reserves the right to award more than one contract to ensure violations are abated in a timely manner.

N. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

O. Bid Bond

A bid bond or certified check from a surety or bank, acceptable to the City Clerk of Belton, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Belton. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

P. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

Q. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$300,000, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of ninety (90) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of

Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

R. Affidavit of Work Authorization and Documentation:

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

- S. E-Verify** is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PLEASE NOTE: The following affidavit must be completed and returned with RFP.

E - VERIFY AFFIDAVIT

(as required by Section 285.530 ,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: _____

Company: _____

Address: _____

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City: Project # 23-006.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name: _____

Signature: _____

Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public: _____

My Commission Expires: _____

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

INSTRUCTIONS FOR RESPONDING TO

RFP 23-006

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal

<input checked="" type="checkbox"/>	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
	Form A – Contractor Commitment to Sign Agreements
	Form B – Disclosures, Legal Matters, Required Representations
	Form C – Experience / References
	Form D – Work Agreement
	Form E – Proposal Pricing
	Addenda, if applicable
	Federal Work Authorization / E-Verify - Attach to original
	Bid Bond (if required) - Attach to original

Total of three (3) proposals submitted

MUST BE RECEIVED BY: FRIDAY, MARCH 24, 2023 at 11:00 a.m.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 23-006" WITH YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO THE PLANNING & BUILDING DEPARTMENT:

Demetrius Ramirez
Chief Building Official
City of Belton
520 Main Street
Belton, Missouri 64012

Any questions regarding this Request for Proposal shall be submitted to the Chief Building Official, Demetrius Ramirez, 816-892-1261 or dramirez@belton.org.



**FORM A
PROPOSAL VALIDITY AND
COMMITMENT TO SIGN CONTRACT**

I (authorized agent) _____ having authority to act on behalf of
(Company name) _____ do hereby
acknowledge that (Company name) _____ will be bound by all
terms, costs, and conditions of this proposal for a period of 90 days from the date of submission
and commit to sign the Contract.

COMPANY NAME:

ADDRESS:

Street

ADDRESS:

City

State

Zip

PHONE:

E-MAIL:

SIGNATURE:

Signature of Officer/Title

Date (Month-Day-Year)

SIGNATURE:

Signature of Officer/Title

Date (Month-Day-Year)

Indicate Minority Ownership Status of Bidder (for statistical purposes only)

Check One:

_____ MBE (Minority Owned Enterprise)

_____ WBE (Women Owned Enterprise)

_____ Small Business



FORM B
DISCLOSURES, LEGAL MATTERS,
REQUIRED REPRESENTATIONS

Disclosures

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Contractor shall submit an attachment providing details concerning the matter in question including applicable dates, locations, names of projects/project owners, and circumstances.

1. Has the Contractor been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise?
Yes ___ No ___
2. Has the Contractor been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise?
Yes ___ No ___
3. Has the Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?
Yes ___ No ___
4. Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project?
Yes ___ No ___
5. Has the Contractor had any business or professional license, registration, certificate, or certification suspended or revoked?
Yes ___ No ___
6. Have any liens been filed against the Contractor as a result of its failure to pay Subcontractors, suppliers, or workers?
Yes ___ No ___
7. Has the Contractor been denied bonding or insurance coverage or been discontinued by a surety or insurance company?
Yes ___ No ___
8. Has the Contractor been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws?
Yes ___ No ___

**With respect to workplace safety laws, this statement is limited to willful federal or state*

safety law violations.

9. Has the Contractor or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business? Yes ___ No ___
10. Has the Contractor been the subject to any bankruptcy proceeding? Yes ___ No ___

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Contractor in the past 48 months?

___ Yes ___ No *If yes, provide details in an attachment.*
2. Complaints, Charges, Investigations: Is the Contractor currently or has the Contractor been the subject of any complaint, investigation, or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

___ Yes ___ No *If yes, provide details in an attachment.*

Required Representations

In submitting this RFP, the Contractor understands that making the following representations are required as a condition of performing the contract work and receiving payment for same.

1. The Contractor will possess all applicable professional and business licenses required for performing work in Belton, Missouri.
2. The Contractor satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Contractor and all Subcontractors that are employed or that may be employed in execution of the contract work shall be in full compliance with the City of Belton requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Contractor represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.

5. The Contractor represents that it has no conflicts of interests with the City of Belton if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Contractor represents the prices offered and other information submitted in connection with its proposal for the Contract Work were arrived at independently without consultation, communication, or agreement with any other offer or competitor.
7. The Contractor will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.



**FORM C
EXPERIENCE/REFERENCES**

To be eligible to respond to this RFP, the proposing Contractor must be in business for a minimum of three (3) years and must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP to at least one (1) customer with a project similar in size and complexity to the City of Belton. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of three (3) references where your company has performed similar work to that is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Contractor Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount, and Date Completed

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT, AND DATE COMPLETED	

State the number of years in business: _____

State the current number of personnel on staff: _____



**FORM D
WORK AGREEMENT**

Proposal of _____, organized and existing
(Company Name)

under the law of the State of _____, doing business

as _____ (*) _____

To the City of Belton, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-006 – On-Call Mowing and Nuisance Abatement Contractors.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

(*) Insert “a corporation, a partnership, or an individual” as applicable.



**FORM E
PROPOSAL PRICING**

Service* (refer to Appendix A)	Rates		
Mowing/weeding services on developed properties (and undeveloped properties in platted subdivisions) less than 12,000-sf. in size	Hourly Rate:	Flat Rate:	
Mowing/weeding services on developed properties (and undeveloped properties in platted subdivisions) 12,000-sf. or greater in size	Hourly Rate:	Flat Rate per Acre:	
Mowing/weeding services on undeveloped or unplatted properties	Hourly Rate:	Flat Rate per Acre:	Minimum Rate:
Junk, trash, and debris removal	Hourly Rate:	Disposal Cost:	

List all equipment owned by and available to the Company that will be utilized to complete the scope of work.