

GENERAL TURF MOWING AND TRIMMING SERVICES MAINTENANCE RFP

The Board of Trustees for Republic County Hospital is requesting proposals for general turf mowing and trimming services. The awarded Contractor (Contractor) will perform the following services:

Overview:

The Contractor is to provide general turf mowing and trimming services for the Boards property identified as Prairie Ridge Estates. The Contractor is expected to provide all supervision, labor, equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the general turf mowing and trimming services. **All responses to this RFP shall be submitted to the Maintenance Manager at Republic County Hospital on or before 10:00am on April 22nd 2019. Proposals will be opened at the April 22nd meeting of the Board of Trustees. (typically the 4th Monday of each month)**

TURF MOWING and TRIMMING PERFORMANCE SERVICE STANDARDS

The following performance service standards will be utilized by the appropriate Board of Trustees Contract Representative to evaluate the turf mowing and trimming services provided by the Contractor.

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| 1. Board of Trustees Contract Representative:
David-Paul Cavazos, RCH CEO
Telephone: 785-527-2254 | Board of Trustees Contract Representative:
Troy Isaacson, RCH Maintenance Manager
Telephone: 785-527-6006 |
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2. Contractor:

The Contractor shall furnish sufficient labor, equipment, supplies, and other resources to perform mowing and trimming of all areas specified in this contract.

3. Contract Period:

The initial contract for the general turf mowing and trimming services maintenance contract shall be based on one (1) mowing season. A "mowing season" is defined as a seven (7) month period beginning on or about April 1st, and ending on or about October 31st of the same calendar year, with the actual dates being weather dependent.

4. Work Days and Work Hours:

All mowing and trimming should be completed between the hours starting no earlier than 7:00 a.m. and ending no later than 8:00 p.m. local time.

- No mowing and trimming will be done between the hours of 8:00 p.m. and 7:00 a.m. local time.
- Work will be permitted on Saturdays and/or Sundays.
- Mowing required on Saturday or Sunday, or a holiday, will be at the regular contract price.

- d. If the Contractor cannot perform its duties under this contract due to illness, vacation or other reasons (except adverse weaver), it is the Contractor's responsibility to notify the appropriate Board of Trustees Contract Representative immediately and in writing or by electronic means (fax or email).
- e. The Board of Trustees reserves the right to require the Contractor to secure subcontractor to perform the Contractor's work, as long as the substituting competitor is acceptable to the appropriate Board of Trustees Contract Representative.

5. Contractor Personnel – Clothing:

All Contractor personnel shall wear appropriate clothing and shall remain fully clothed while performing services.

6. Contractor Personnel – Behavior:

All Contractor personnel shall be courteous to the general public, acting at all times in a respectable manner, while performing services in or around Prairie Ridge Estates. Under no circumstances will Contractor personnel yell, shout, or call out to patrons, or engage in suggestive comments, gestures or lascivious behavior while performing services.

7. Frequency of Mowing:

It is estimated that between April 1 and October 31, the properties under this contract will require mowing once a week unless otherwise directed by the Board of Trustees. Services may begin prior to or be necessary following these suggested dates of season commencement and closure.

8. Litter Collection:

Litter shall be collected prior to each mowing. "Litter" shall mean paper, cans, bottles, and/or other discarded debris or materials.

- a. The litter collected shall be deposited in trash receptacles located at the location.
- b. Contractor shall not include in the disposal any oil, waste materials or other debris resulting from the operation of its equipment.

9. Mowing/Grass Cutting

- a. Grass shall be cut at a height of four (4) inches.
- b. All Grass clippings and trimming debris shall be collected and deposited appropriately in the City's Tree Dump upon completion of each mowing.

10. Trimming:

All trimming in a mowed area must be done upon the completion of the mowing in the area.

- a. Trimming of grass shall be performed at each mowing so that no grass directly touches any buildings, curbed roads or medians, drives, concrete or asphalt surfaces; or other structures.
- b. Trimmings of grass shall be swept or blown off all hard surfaced areas.
- c. Grass around trees and shrubs shall be kept trimmed, but shall be maintained at the same mowing height as the rest of the grass in the area covered under the contract.

11. Supervision of Lawn irrigation system.

During the mowing season it shall be the responsibility of the contractor to notify the Hospital Maintenance staff of any leaks, breaks, malfunction or other issues with the property lawn sprinkler system.

The repair and maintenance shall be performed by an approved contractor as agreeable with the Hospital Maintenance Staff.

12. Contractor Performance:

During the progress of the contract, if it becomes apparent that the Contractor is unable to perform the work in accordance with the contract specifications, he/she will acquire additional supplies, equipment, and/or personnel as may be required by the appropriate Board of Trustees Contract Representative to insure that the work is accomplished in accordance with the contract specifications.

- a. If any service under this contract is not in conformity with the requirements of the contract, the Contractor is required to perform the services again; such services shall be performed within twenty-four (24) hours, without additional cost to the Board of Trustees.
- b. In the event the Contractor fails to perform the services again, and to take necessary steps to insure future performance in accordance with the contract requirements, the Board of Trustees shall have the right to have the services performed in the conformity with the contract requirements and charge to the Contractor all costs, direct and indirect, incurred by the Board in procuring such services.
- c. The Board of Trustees reserves the right to terminate the contract with cause.

13. Safety Specifications:

- a. Contractor personnel shall operate all equipment on City streets and public grounds in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- b. Contractor shall provide all equipment training for its personnel; and ensure that its personnel are wearing personnel safety devices when performing the services.

14. Damage to Trees, Shrubs, Floral or Cultivated Vegetation:

Damage shall be defined as a result of contact with the Contractor's equipment or other aspects of the Contractor's operations. The Contractor shall notify the appropriate City Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. All tree and shrub damage will be computed using replacement cost values up to and including the full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- b. All floral or cultivated vegetation damage will be computed using replacement cost values.
- c. All sod damaged due to rutting by the Contractor's equipment will be computed using replacement cost values.
- d. The Board of Trustees may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

15. Damage to City/Other Property:

The Contractor shall be responsible for damage to any private property, facilities, or structures damaged as a result of his/her operations. The Contractor shall notify the appropriate Board of Trustees Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. The Board of Trustees representative will determine the nature and extent of Contractor's damage, and will decide the time frame, method of repair or replacement, or monetary restitution.
- b. The Board of Trustees may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that mowing and trimming round.

16. Primary Mowing and Trimming Locations:

All property listed as Prairie Ridge Estates

17. Additional work not covered by contracted pricing:

All respondents to this RFP should list cost proposals for the hourly rate of compensation for any work determined to be outside the general scope of this contract.

18. Rejection/Acceptance of Proposals:

The Board reserves the right to reject any or all proposals. All respondents will be notified following the award of the contract.

The Board reserves the right to accept a proposal which is not the lowest cost, to waive informalities, irregularities or other deficiencies, and to accept a proposal which does not conform strictly to the requirements of this RFP. The Board will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

GENERAL SERVICE PROCEDURES

The following general service requirements will remain in effect during the contract:

1. Billing Procedures:

The Contractor shall specify on the invoice or bill the specific date(s) or week of dates the work was performed, the properties mowed and trimmed, additional costs per hour and materials as appropriate for the work completed.

- a. Invoices or bills for payment must be submitted on a monthly basis by the fifth (5th) day of the month, after verification that the work was completed to the satisfaction of the appropriate Board of Trustees Contract Representative.
- b. The appropriate Board of Trustees Contract Representative will review the billing and be responsible for forwarding it to CFO for payment.
- c. Restoration payment will be deducted from the total due to the Contractor for damage to trees, shrubs, floral or cultivated vegetation, or damage to Board/Other property.
- d. The Board is tax exempt, and the Contractor shall not charge the Board sales tax.
- e. Invoices approved for payment are generally paid within two (2) weeks after approval by the Board of Trustees Contract Representative. If the Contractor's invoice is received after the bill list is prepared for the Board of Trustees, payment will be delayed by two (2) weeks. .

2. Insurance:

At a minimum the Contractor shall carry insurance that will protect the Contractor from claims set forth below which may arise out of or result from Contractors execution of work:

- a. Claims under works compensation, disability benefit, other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
- c. Claims for damages because of bodily injury, Claims for damages because of bodily injury, sickness, disease, or death of any person other than employees;
- d. Claim for damages insured by usual personal injury liability coverage which are sustained (1)by any person as a result of any offense directly or indirectly related to the employment of such person by the contract, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction tangible property including loss of use resulting there from.

The contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as herein after specified:

Contractors General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any services performed, whether such operations be by himself or by anyone directly or indirectly employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of

bodily injury, including death, at any time resulting there from, sustained by one person in any one accident; and a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

3. Contractor's Personnel:

Employees hired to perform any or all portions of this contract shall be paid by the Contractor in accordance with the laws of the State of Kansas and shall provide Workmen's Compensation and other statutory benefits to comply with the laws of the State of Kansas and/or federal laws.

4. Indemnification and Hold Harmless:

In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall agree to indemnify, defend and hold harmless the Board of Trustees, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and further for all expenses for litigation arising from any such claim. If any litigation on account of such claims shall be commenced against the Board of Trustees, its employees or representatives, the Contractor, upon notice thereof from the Board shall defend the same at its own cost and expense; and the record of any judgment rendered against the Board of Trustees on account of such claims for damages shall be conclusive as against the Contractor, and entitle the Board of Trustees to recover the full amount thereof, with interest and costs and attorney fees incurred by the Board Trustees and right of action therefore shall accrue to the Board of Trustees as soon as judgment shall have been rendered, whether the Contractor shall have paid the amount or not.

The undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other respondent, and that the content of this bid has not been communicated to any other respondent.

Republic County Hospital Board of Trustees has the right to reject any and all bids.

Company Name: _____

Representative's Name: _____

Title: _____

Mailing Address: _____

Phone#: _____ FAX# _____ Date: _____

Business License#: _____

Authorized Signature: _____

