

Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk



Johnson County Courthouse
300 N. Holden Street, Suite 203
Warrensburg MO 64093
660-747-2112
www.JoCoCourthouse.com
CountyCommissioners@jocomo.gov

SOLICITATION TITLE: Shamrock Business Park Haying Operations

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- () = Full / Formal Bid for Products *and* Services.
- (✓) = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	January 25, 2024
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. (CST) on Thursday, February 8, 2024
BID SUBMISSION DEADLINE	1:30 p.m. (CST) on Tuesday, February 20, 2024 * Note: Offices will be closed February 19, 2024
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 clerk@jocomo.gov

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Request for Bid Title/Name: **Shamrock Business Park Haying Operations**

PLEASE MARK YOUR ENVELOPE "SEALED BID – HAY"

RETURN ONE (1) ORIGINAL & ONE (1) HARD COPY.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: Johnson County Courthouse - Commission Chambers
300 N. Holden Street
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein.

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

INTRODUCTION & BASIC PROCESSING INFORMATION:

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before "Bid Submission Deadline" as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Clerk's Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews of or require presentations, inspections, from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.12. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.13. Questions: All questions regarding this solicitation must be submitted to Jennifer Powers via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.
- 1.14. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only if in writing and issued by the Johnson County Clerk's Office. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

- 1.15. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.16. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.
- 1.17. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.18. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.19. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.20. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.21. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.22. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.23. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

2. SPECIFICATIONS AND BID RESPONSE PRICING

The Johnson County Clerk's Office will accept and the County Commission will review responses to this RFB in an effort select a single Bidder to provide cutting and removal of hay on approximately 130 acres for a period of five (5) years at Shamrock Business Park in Johnson County, Missouri. This is not a landscaping bid.

Location: Shamrock Business Park (NW 401st Road and 50 Highway) is located approximately 3 miles west of Warrensburg, on the south side of 50 Highway. In order to submit an accurate bid, vendors should make arrangements to visit the location, inspect closely and gather additional details (i.e. locks, gates, access, etc.). Onsite visits are available but must be scheduled with the Road and Bridge Supervisor, Jimmy Tye (660-747-6821).



The winning bidder will be granted a permit to hay approximately 130 acres of fescue grass between the dates of May 1 and October 31 each year from 2024 to 2029. Bids will be judged on the amount of the bid, ability to perform the work based on previous work performance, and agreement to permit conditions.

The County reserves the right to require the bidder to submit proof of the bidder’s ability to properly execute the project together with the record of successful completion of similar projects. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Conditional bids will not be accepted. Interested parties should complete the following information requests, with their best possible price.

For questions concerning any listed specifications, or other requested product technicalities, contact Jennifer Powers, County Clerk Chief Deputy, in writing to clerk@jocomo.gov

Please check (✓) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These “SPECIFICATIONS” and “STANDARD TERMS AND CONDITIONS” are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All “D” check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)

D = Do not / cannot comply with item.

- | C | D | |
|-----|-----|--|
| ___ | ___ | 2.1 The contractor will hay approximately 130 acres of grass. |
| ___ | ___ | 2.2 The contractor will incorporate best management practices in the cutting and removal of the crop. |
| ___ | ___ | 2.3 The contractor will spray or cut thistles before seeding. |
| ___ | ___ | 2.4 The contractor will brush hog any hay area not hayed, with exception of the roads and the southeast Road and Bridge area. |
| ___ | ___ | 2.5 The contractor will provide all equipment, fuel, supplies, products, materials, supplies, labor, and services necessary for the proper execution and implementation of the agreement. |
| ___ | ___ | 2.6 The contractor will remove bales from property within twenty-one (21) days of cutting. |
| ___ | ___ | 2.7 The contractor may not harvest seed. |
| ___ | ___ | 2.8 The contractor shall not have grazing livestock. |
| ___ | ___ | 2.9 The contractor must complete a minimum of one cutting per calendar year. |
| ___ | ___ | 2.10 The property may be listed for sale and in the event the property is sold the contractor will be notified by the County as soon as possible. |
| ___ | ___ | 2.11 The contractor is responsible for compliance with any and all Missouri labor, environmental, and transportation laws, as applicable. |
| ___ | ___ | 2.12 PRICING: The Bidder hereby proposes to furnish the equipment/material/services as indicated below and for the price quoted below. All pricing MUST remain in effect, available without decrease, for five (5) years from date of award as it is preferred to have one source for these needs for that entire period, via this Bid. All equipment / material / services to be furnished in accordance with the County of Johnson, Missouri specifications attached hereto. |

2.12a Yearly payment made to the County prior to December 15th for above mentioned service for the Shamrock Business Park: \$ _____ per acre

3. STANDARD TERMS AND CONDITIONS

C	D	
___	___	3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
___	___	3.2 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.
___	___	3.3 Include an updated W-9 form with company information and signature, with formal, legal, company name.
___	___	3.4 The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County.
___	___	3.5 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.
___	___	3.6 Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice. Once the Contractor has been selected, the Contractor will provide copies of the above insurance requirements.

4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with all of the below listed requirements or it may not be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Jennifer Powers (clerk@jocomo.gov | 660-747-6161) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
4.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
4.2	No fax or electronic transmitted proposals will be accepted.	
4.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
4.4	Illegible responses, including an unreadable email address, WILL disqualify.	
4.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.	
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
4.6	Original bid response and any issued addendum. Please indicate original.	
4.7	Copy of bid response and any issued addendum (one sided copy only). Please indicate copy.	
4.8	W-9 Form: Include a current/signed W-9 form with your company information. Johnson County Accounts Payable Department cannot process payment(s) without a current W-9. The name and address on your W-9 will be used as the formal name/address on any subsequent post-award Agreement.	

AGREEMENT FOR SHAMROCK HAYING OPERATIONS

THIS AGREEMENT dated the _____ day of _____ 202__ (“Effective Date”) is made between Johnson County, Missouri, a political subdivision of the State of Missouri, (-hereinafter “County”) and _____ of _____ (hereinafter “Contractor”).

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the Haying Operations at Shamrock Business Park (“Services”) shall include the Contractor’s bid response to County’s Request For Bid: Shamrock Business Park Haying Operations and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Clerk Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. Services: The Contractor agrees to hay approximately 130 acres of grass hay at the Shamrock Business Park at least one (1) time per calendar year using best management practices in the cutting and removal of the crop. Contractor agrees to spray or cut thistles before haying. Contractors agrees to brush hog any portion of the Shamrock Business Park that is not hayed, with the exception of the right of way of roads and the southeast Road and Bridge area. Contractor will provide all equipment, fuel, supplies, products, materials, labor and services necessary for the proper performance of this Agreement. Contractor agrees to remove hay bales from the Shamrock Business Park property within twenty-one (21) days of cutting. Contractor may not harvest seed or graze livestock on the Shamrock Business Park property. Contractor shall be responsible for any and all laws, including those relating to labor, environmental, and transportation, as applicable.
3. Consideration: Contractor agrees to pay to County \$_____ per acre on an annual basis prior to December 15 in consideration for the Services described in paragraph 2 and the right to use and possession and title of the hay crop harvested from the Shamrock Business Park property.
4. Term: This Agreement shall be effective for a period of five (5) years from the Effective Date.
5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.
7. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. Due to material breach of any term or condition of this Agreement, or
 - b. If in the opinion of the Johnson County Commission delivery of the Services is delayed or Services are not performance in conformity with the Contract Documents, or
 - c. If appropriations are not made available and budgeted for any calendar year.
 - d. The County may terminate this Agreement in the event the Shamrock Business Park property is sold in whole, or in part. In the event that a portion of the Shamrock Business Park property is sold, County and Contractor agree to modify the consideration set forth in paragraph 3 on a pro-rata basis in an amount that is proportional to the remaining amount of property available to be hayed in relation to the original amount of property available to be hayed. In the event the parties are not able to reach an agreement, either party may terminate this Agreement.
8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Johnson County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

“Contractor”

Johnson County, Missouri

Authorized Person (PRINT)

Troy A. Matthews, Presiding Commissioner

Title

John L. Marr, Eastern Commissioner

Signature

Charles Kavanaugh, Western Commissioner

Date

Date

Address

Attest:

Diane Thompson, County Clerk