

IRON COUNTY C-4
SCHOOL DISTRICT

Request for Proposal
Tree and Brush Removal

Iron County C-4 School District
20 Missouri Avenue
Viburnum, Missouri 65566

Date Issued: _____

Proposals Due: _____

Contact Information:

Adam Portell – Superintendent
573-244-5422

Public Notice

Iron County C-4 School District is currently seeking bids for the removal of trees and brush surrounding the High School track area, as described in the RFP on the Iron County C-4 School District website located at [Iron County C-4 – Home of the Blue Jays \(ironc4.k12.mo.us\)](http://ironc4.k12.mo.us). Qualified companies are invited to submit three (1) sealed copies of a formal proposal. Bids should be itemized and submitted as one bid for the removal of trees and brush surrounding the full high school track area. The deadline for submission is September 17, 2024, at 10:00 am. Discussion and approval will be at the September 19, 2024 School Board Meeting. For any questions or to request a copy of the RFP, contact Superintendent Adam Portell, Phone: (573) 244-5422, Email: adam.portell@ironc4.com

Objective

The Iron County C-4 School District is requesting bids for the removal of trees and brush surrounding the High School track area. This includes the area around the track shed and the area around the propane tanks that sit directly behind the track and track shed. The District is seeking reliable, cost-efficient work that meets the listed specifications.

Technical contact person at the District is: Mr. Adam Portell, Superintendent
Phone: (573) 244-5422
E-mail: adam.portell@ironc4.com

Timeline and Submission

Proposals are to be received by the District office no later than September 17, 2024 at 10:00 a.m. Bids will be opened at that time. Proposals are to be submitted to the Central Office in a sealed envelope, clearly marked, “Tree and Brush Removal - RFP”.

Iron County C-4 School District
20 Missouri Avenue
Viburnum, Missouri 65566

Activity	Date & Time	Contact Person
Mandatory Site Visit	By Appointment	Brad Hubbs
Deadline for Questions	September 13, 2024	Adam Portell/Brad Hubbs
Bids Due	September 17, 2024 @ 10:00	Adam Portell/ Supt.
Notification of Bid Award	September 19, 2024	Adam Portell/ Supt.

Detailed Specification and Special Considerations

The Iron County C-4 School District is currently seeking bids for:

Tree and Brush Removal:

- All trees and brush are removed at ground level in identified areas behind the track, track shed, and propane tanks.
- All areas should be sprayed and treated for tree and brush removal only. Established native grass should be left intact.
- Excess trees and brush should be removed from District Property.
- Some areas will need to be hand cut and trimmed due to steep slopes around areas of the track drainage system.
- Some areas will be designated as “No Equipment Areas.”
- Utilities will be identified by the District, and contractors will have to maintain identified areas.

1. The Contractor must visit the site before submitting a Proposal so that the Contractor has knowledge of the worksite and possible limitations due to location of the track and surrounding ravine and culverts.

2. The Contractor must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Contractor.

3. The Contractor must submit three (3) original copies of the Proposal in sealed envelopes plainly marked “High School Track Brush/Tree Removal - RFP”. Proposals should be delivered to:

Mr. Adam Portell - Superintendent
Iron County C-4 School District
20 Missouri Avenue

Viburnum, Missouri 65566

4. Proposals will be received until September 17, 2024, at 10:00 am. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

5. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

6. Proposals may be modified or withdrawn by written notice or in person by the Contractor or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline.

7. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.

8. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Non-compliance with RFP specifications will disqualify Proposals from further consideration.

9. Any explanation or statement that the Contractor wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Contractor so indicates, it is understood that the Contractor has proposed in strict accordance with the RFP requirements.

10. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

11. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Contractor for any expense, cost, loss or damage incurred or suffered by the Contractor as a result of such withdrawal.

12. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.

13. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until that time when the District takes official action on the Proposals.

14. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is contained solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions with respect to the matters addressed in this RFP document. All changes to the RFP will be posted on the Iron County C-4 School District website, [Iron County C-4 – Home of the Blue Jays \(ironc4.k12.mo.us\)](http://ironc4.k12.mo.us).

15. The Contractor is responsible for its own verification of all information provided to it. The Contractor must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.

16. No oral interpretation will be made to any Contractor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Contractor with other District employees or Board members regarding the RFP may result in disqualification.

17. Requests for interpretation must be made by email no later than September 13, 2024 to Superintendent, Adam Portell. Any information given to a Contractor concerning the RFP will be furnished to all Contractors as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Contractors in submitting Proposals in response to the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Contractor should rely only on written statements issued by the District in the form of an addendum.

18. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Contractors that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.

19. The Contractor shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

20. No Contractor shall engage in any activity or practice, by itself or with other Contractors, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Contractor's Proposal.

21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Contractor specifically qualifies its offer by stating that the Proposal must be taken as a whole.

22. The District is exempt from the payment of city, state and federal taxes. Such taxes must not be included in the Proposal price.

23. It is understood that the Contractor is an independent contractor supplying services to the District. Neither the Contractor nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever. The Contractor shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws, including but not limited to Missouri's Prevailing Wage Law. The District shall not withhold taxes from the Contractor's compensation. The District shall not be construed to be the Contractor's employer, nor be held liable for any obligation as an employer.

24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or any and all causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by and construed according to the laws of the state of Missouri.

26. NON-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

27. PREVAILING WAGE: The Prevailing Wage law requires that either the prevailing wage rates or "the public works contracting minimum wage" be paid when the estimated cost of a construction project will be greater than \$75,000. For construction projects in which the estimated costs will be \$75,000 or less, the law will not apply.

28. BONDS: The Contractor agrees to obtain Performance and Payment Bonds in the amount of their successful bid.

29. ANTI-ISRAEL DISCRIMINATION: The Contractor agrees to comply with the provisions of Missouri's Anti-Israel Discrimination Law for all contracts over \$100,000.

30. BACKGROUND CHECKS: The Contractor agrees to obtain and, upon request, submit clear criminal and child abuse checks for all employees prior to their presence on school premises.

31. E-VERIFY: If Contractor meets requirements of the Section 285.525 RSMo., definition of "business entity", Contractor must complete the attached Affidavit.

32. **INSURANCE:** The Contractor shall provide and maintain for the duration of the contract, insurance acceptable to and approved by Iron County C-4 School District.

33. **CONTRACT:** The final award of the bid is contingent on negotiations of a contract acceptable to the Board of Education.

Selection Process

The District will select the bidder based upon the best overall value, and is not obligated to select the lowest price bidder. A number of factors will influence The District's decision in selecting the Contractor. In addition to cost considerations, proposals will be evaluated on the basis of the following factors:

- How effectively the services quoted meet the specific needs laid out in the RFP
- Ease of system administration
- Product quality, reliability, and warranty
- Information revealed from references
- Contractor qualifications including:
 - Overall experience and reputation in the industry
 - Service and support resources
 - Verifiable quality of service provided by vendor to area customers

Any questions or request for site visit should be directed to:

Superintendent, Adam Portell
Phone: (573) 244-5422
E-mail: adam.portell@ironc4.com

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

E-Mail Address: _____

EXHIBIT A

BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar work within the last 3 years. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____
Brief Description of Specific Services Rendered:

2. Company Name: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____
Brief Description of Specific Services Rendered:

3. Company Name: _____
Contact Name: _____
Contact Phone: _____ Contact Email: _____
Date(s) of Services Rendered: _____
Brief Description of Specific Services Rendered:

EXHIBIT B

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of Five Thousand Dollars (\$5,000.00) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC _____ My commission expires: _____