



VIOLATION GRASS CUTTING

BID PACKET

**City of Black Jack
12500 Old Jamestown Road
Black Jack, MO 63033**

April 2026

ADVERTISEMENT FOR BIDS

The City of Black Jack is accepting sealed bids for grass-cutting resulting from code violations. Bid specifications will be available online at www.cityofblackjack.com or by email request from cityclerk@cityofblackjack.com on or after **March 19, 2026**

Sealed bids marked “**Grass Cutting Violation**” due by **10:00 am Thursday, April 16, 2026** at Black Jack City Hall, 12500 Old Jamestown Rd, at which time all bids will be publicly opened and announced.

Allicia Hines
City Clerk

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**COMPLETE
COMPANY INFORMATION SHEET**

Company Name	
Company Address	
Contact Name	
Contact Title	
Contact Phone	

How long has your company been in business? _____

How long has your company provided this service? _____

Please provide references from at least (3) three clients for whom you have, within the past 18 months, performed similar services. The City will contact references only if you are a finalist in the evaluation process.

I _____, representing the Bidder in an official capacity understand that the information furnished to the City of Black Jack is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

Signature and Title of Authorized Representative

Date

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ANTI-COLLUSION STATEMENT: The signed bidder has not divulged to, discussed, or compared the bid with other bidders and has not colluded with any other bidder or parties to a bid, whatever. (NOTE: No premiums, rebates, or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of service(s). Any such violation will result in cancellation and removal from the Bid List(s).

TO THE CITY CLERK OF BLACK JACK, MISSOURI: We (I), the signed, hereby agree to furnish the following service(s) at the price(s) and terms stated, subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including Specifications and fully understand what is required. By submitting this signed Proposal, we (I) hereby agree that we (I) will make available for audit to appropriate City Officials any applicable records pertinent to a resulting contract for verification of pricing per terms of purchase agreement.

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PURPOSE

The City of Black Jack intends to secure service at the lowest possible price. Any failure on the part of the bidder to comply with the ensuing conditions and specifications may be the reason for termination of the contract.

Before submitting a request for proposal, bidders should examine carefully all of the Contract Documents, including the specifications, and by the submission of a bid, the bidder will be understood to have read and fully informed as to the contents of **all** of the bidding documents.

1. If you discover any ambiguity, conflict, discrepancy, omission or other error in the RFP, you should immediately provide the City with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the City may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all those to whom the RFP was sent.

If prior to the date fixed for submissions, you know of or should have known of error in the RFP but fail to notify the City of the error, you shall bid at your own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

If you believe that one or more of the RFP's requirements are onerous or unfair, or that they unnecessarily preclude less costly or alternative solutions, you may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The City of Black Jack must receive any such request by 5:00 pm one week prior to bid opening.

2. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached will be received by the City of Black Jack, 12500 Old Jamestown Road until 10:00 AM of the day specified on the enclosed form. Proposals shall include all charges for delivery, packing, etc.

* Central Standard Time or Central Standard Daylight Savings Time, as applicable. The official time shall be recorded in the City Clerk's office.

3. Any proposal shall constitute an irrevocable offer for 90 business days following the deadline of its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified. The City reserves the right to review all bids submitted for a period of thirty (30) days after the date of bid opening.

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4. Any proposal received by the City after the stated opening time (**10:00 A.M.**) will not be honored by the City. There will be **NO EXCEPTIONS**. Bidders shall be responsible for the actual delivery of the bids during business hours to the address indicated.

It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled closing time for receipt of bids.

5. A brief description of the history and organization of your firm and of any proposed subcontractor. (Those who intend to submit a proposal in response to this RFP are addressed in the remainder of this document as “you”)
6. Prices must be stated in full as specified and must be firm. Quotes qualified by escalator clauses may not be considered.
7. During the evaluation process, the City may require your representative to answer questions with regard to the proposal and/or require you to make a formal presentation.
8. Any questions regarding this request should be in writing to the City Clerk at 12500 Old Jamestown Road, Black Jack, MO 63033, or by email at cityclerk@cityofblackjack.com.

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REJECTION OF BIDS

The City reserves the right to reject any and all bids or to accept the bid or any part thereof which is determined to best serve the needs of the City and to waive any deviations or irregularities in the bids.

All proposals will be reviewed for completeness with respect to the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Any proposal determined to be not competitive, or where the cost is not reasonable, may be rejected.

ASSIGNMENT OF CONTRACT

The successful bidder shall NOT assign, transfer, convey, sublet, or otherwise dispose of said contract, or right, title or interest in or to same, or any part thereof, without previous consent in writing from the City of Black Jack endorsed on or attached to the Contract.

WITHDRAWAL OF BIDS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the City in writing of its withdrawal. The notice must be signed by an appropriate authorized official of your firm. Your firm may thereafter submit a new or modified proposal, provided that it is received at the City no later than the deadline.

DEFAULT PROVISION

In case of default by the bidder, the City of Black Jack may procure the products or services from other sources and hold the bidder or Bidder responsible for any excess cost occasioned or incurred thereby.

FAILURE TO QUOTE

If a bidder chooses not to submit a bid, the City requests the return of the bidding documents, please state reason thereon, and request that your name be retained on our bidders list. Failure to respond may result in the bidder's name being removed from our bid mailing list.

TAXES

The City of Black Jack, Missouri is exempt from Federal Excise Tax and Missouri Sales Tax and same shall not be charged to the City.

ENDORSEMENT PROHIBITION

The successful bidder is specifically denied the right to use in any form or medium the name of the City for public advertising unless express permission is granted by the City Council of Black Jack.

INDEMNITY OBLIGATIONS OF BIDDER

To the fullest extent permitted by law, Bidder agrees to protect, indemnify, defend and hold the City, officers, employees, agents, and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with a – any breach of the Agreement, b – any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by bidder, bidder's employees, subcontractors, agents, representatives or assigns (collectively, "Bidder's Agents") in the performance or non-performance of the professional services required to be performed by Bidder under the Agreement; or c – the City enforcement of its rights under this indemnity provision. Bidder agrees that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event, both the City and Bidder are named as defendants in the same civil action, and the City determines that a conflict of interest exists between the parties, Bidder will agree to provide, at its own cost, independent counsel for the City. The City may, at its option, designate its Special Counsel as equal participating counsel in any litigation wherein Bidder defends the City.

Bidder will defend, indemnify, and hold harmless City (its officers, agents, and employees as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to the City, including reasonable attorneys' fees and costs, as a result of any claims, demands, damages, costs or judgments against the City based on allegations that, as a consequence of the services rendered hereunder, any program or software designed, developed, amended, merged or restructured, or any part thereof, alone or in combination with other programs or software, infringes on any patent or copyright or misappropriates a trade secret. If any such program or software or any part thereof is held to constitute an infringement or misappropriation of third party intellectual property rights, and use of the program or software is enjoined, Bidder will, at its own expense, either 1- procure for the City the right to continued use the program or software or part thereof 2 – replace the program or software with a non-infringing replacement, provided that such replacement does not compromise performance and otherwise meets the City's specifications or 3 – modify the program or software to make it non-infringing, provided that such modification does not compromise performance and otherwise meets the City's specifications.

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TERMINATION

Default of Bidder- The agreement may be terminated by the City upon thirty (30) days written notice to Bidder in the event Bidder is in default under any of its provisions.

Remedies for Bidder Default - In the event, any services provided by the Bidder in the performance of the agreement should fail to conform to the requirements of the Agreement, the City may reject such services, and it shall become the duty of the Bidder to correct the performance of services, without expense to the City.

Automatic Termination - This agreement will automatically terminate on the occurrence of any of the following events: a – bankruptcy or insolvency of either party b – sale of a substantial portion of the business of either party; c – failure to comply with federal, state or local laws, regulations or requirements; d – failure of Bidder to disclose a relevant financial interest as required by this Agreement or e – expiration of the agreement.

Nondiscrimination - During the performance of this agreement, Bidder will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Bidder will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, section 7285.0 et seq). The Bidder will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

ASSIGNMENT/SUBCONTRACTING

Assignment - The Bidder will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the City, which consent may be granted or withheld in the sole and absolute discretion of the City. The parties acknowledge that the City's obligation under this agreement primarily concerns the financial ability to carry through the terms of payment. Therefore, the City may assign or transfer part or all of its interest in this agreement, provided that such assignment shall not become effective and the City will not be released from its obligations under this agreement until such time as the City or the State assignee makes payment to Bidder of all fees and payments then due and payable to Bidder.

Subcontracting - Bidder may subcontract with other qualified firms or individuals as required to complete all, services, subject to the written approval of the City.

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Bidder will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between Bidder and its subcontractor to be maintained during the term of this agreement. Any such proposed subcontract shall be subject to the written approval of the City prior to award of such subcontract by Bidder. No subcontract will be approved unless Bidder provides a written guarantee that Bidder's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

GENERAL PROVISIONS

Relationship of Parties - Bidder is not an agent of City for any purpose whatsoever, and is not granted, by the terms or execution of this Agreement, any express right of authority to assume or create any responsibility on behalf of, or in the name of the City, or to bind City in any manner or thing whatsoever.

Severability - If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

Waiver - Failure of either party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of such provision or of any other provisions, or of the right of such party thereafter to enforce such provision.

