

1. **DUTIES** The successful bidder agrees to provide lawn care services for the College on the terms and conditions set forth in this agreement as follows:
 - A. Maintain the landscaping in a reasonable aesthetic condition for the College campus located at 2080 Three Rivers Blvd. Poplar Bluff, MO 63901 for the areas listed in the attached campus map.
2. **SUCCESSFUL BIDDER RESPONSIBILITIES** The successful bidder agrees to the following responsibilities:
 - A. Acquire and maintain all necessary licenses applicable to the duties to be performed.
 - B. Provide all equipment and supplies that are necessary to perform the agreed upon mowing services.
 - C. Notify the College for approval prior to performing any extraordinary maintenance or repair that falls outside the scope of “regular maintenance” as defined in this agreement.
3. **THREE RIVERS COLLEGE RESPONSIBILITIES** The College agrees to grant the successful bidder access to the campus during the College’s regular operating hours and additional mutually agreed upon times for the purpose of lawn care services and all other necessary purposes for the provision thereof.
4. **AREAS** The area to be maintained by the successful bidder is defined in the attached Campus Map. The map has been defined by the primary bid area highlighted in green.
5. **REGULAR MAINTENANCE** The successful bidder will provide the following services to be performed in the designated areas as defined in the mowing area maps:
 - A. Mow grass
 - B. Weed eat/Edge
 - C. Blow grass clippings
6. **EQUIPMENT** The successful bidder is expected to provide all necessary equipment to complete the expected lawn care services as defined in this agreement. The College will **not** provide any storage space for the successful bidder. As such, the College will **not** be responsible for any equipment left unattended by the successful bidder or their employees.
7. **SCHEDULE** The successful bidder agrees to provide regular maintenance as needed during the time period of April 1st through October 31st. Any additional services outside of this timeframe will be billed and paid at the same contract rate.

8. **NONDISCRIMINATION AND EQUAL OPPORTUNITY** The College commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, sexual orientation, disability, age, gender, or national origin.
9. **SECURITY** The successful bidder agrees to adhere to the following security requirements:
 - A. The successful bidder will be responsible for being knowledgeable of the security requirements of the College and for enforcing the security rules of the College as they apply to the successful bidder and any agents or employees thereof.
 - B. In addition to any other security rules and regulations, the successful bidder shall inform their employees or agents of the following:
 - I. No guns, knives, or other dangerous weapons are allowed on campus.
 - II. No dangerous drugs, or other prohibited substances, including alcohol, are allowed on campus.
 - III. All keys to the building will be furnished by Public Safety to the successful bidder or their employees, if applicable. All keys shall be returned to Public Safety upon request. A charge will be assessed for each key not returned.
 - IV. The successful bidder will be responsible for the cost of key replacement, re-keying, or lock replacement when the successful bidder or employees of the successful bidder are negligent in this regard.
10. **INSURANCE REQUIREMENTS** The successful bidder is required to meet the following insurance minimums:
 - A. Commercial General Liability that meets the state required commercial minimums.
 - B. Automotive Liability that meets the state required commercial minimums.
 - C. Workers' Compensation and Employers' Liability shall include workers' compensation and employers' liability that meets the state required minimums.
 - D. A certificate of insurance, with the current coverage limits should be submitted with bid for proof of coverage.
11. **CONTRACTOR** It is mutually understood and agreed that, where applicable to the terms and conditions set forth in this agreement, an independent contractor relationship is being established between the successful bidder and the College.
 - A. The employees of the successful bidder are not, nor shall be deemed to be, employees of the College.
 - B. The employees of the College are not, nor shall be deemed to be, employees of the successful bidder.

- C. The successful bidder acknowledges that they are an independent contractor and are not an agent, partner, joint venture nor employee of College.
- D. The successful bidder shall have no authority to bind or otherwise obligate the College in any manner nor shall the successful bidder represent to anyone that they have a right to do so.

12. **DAMAGE TO COLLEGE PROPERTY** The successful bidder shall be respectful of the College's property and shall report any damage as follows:

- A. The successful bidder shall be responsible for the repair and replacement of any damage to College property caused by the misuse or negligence of the successful bidder or their employees.
- B. The successful bidder is responsible for reporting, in writing, within 72 hours the occurrence of damage to College property.
- C. Failure to report the damage within the specified time may be cause for termination of this contract.

13. **BID ACCEPTANCE** The College reserves the right to accept or reject the successful bid in part or in entirety.

- A. The successful bidder agrees to grant the College the right to accept or reject their proposal in part or in entirety.
- B. If the successful bidder's proposal is to be accepted or rejected only in its entirety, the successful bidder must notate "entirety" in the top right corner of the first page of their proposal.

14. **PROPOSAL** The successful bidder shall supply the College with their proposal meeting the requirements included in this agreement. The proposal must include the following:

- A. A brief introduction and summary of your company.
- B. If applicable, a notation of "entirety" if the bid is not to be accepted or rejected in part.
- C. A list of any applicable certifications that your company holds.
- D. Three references from upstanding businesses with similar needs to those of the College.
- E. A certificate of insurance listing at least the required insurance minimums.
- F. Price proposal outlining the cost of the services defined in this agreement broken down as by price per service per area listed below:

(1) Green "Included in Bid" Area: \$_____