



Campbell County Board of Education
101 Orchard Lane, Alexandria, Kentucky 41001

REQUEST FOR PROPOSAL LANDSCAPING SERVICES

Proposal Deadline: March 2, 2021
12:45 PM. local time
Campbell County Board of Education
101 Orchard Lane
Alexandria, Kentucky 41001

Purchasing Contact: Tracey Jolly, Purchasing Agent
Phone: 859-635-2173
Fax: 859-448-2428
Email: Tracey.Jolly@Campbell.kyschools.us
*Reference proposal title in subject line of all emails

PROPOSAL DESCRIPTION:

The Board of Education of Campbell County, Kentucky (herein after called the Board of Education) will receive sealed proposals for Landscaping Services for projects with Campbell County Schools. The successful Landscaping provider will be contracted for a period of less than one calendar year starting April 1, 2021– November 30, 2020 with two (2) renewal options.

You are invited to submit a sealed proposal, subject to the specification, terms and conditions of this solicitation. Please read the instructions and specifications carefully. Failure to comply with these instructions and specifications will disqualify your proposal.

Copies of this solicitation and any issued Addenda may be obtained in the Campbell County District Office, at 101 Orchard Lane, Alexandria, Kentucky, between 8:00 a.m. and 4:00 p.m., Monday through Friday, or on the Campbell County School District Finance Department website (www.campbellcountyschools.org), prior to the time and date specified for proposal deadline.

All proposals must be received by 12:45 p.m., local time, Tuesday, March 2, 2021, and none will be considered thereafter. Proposals received after the 12:45 a.m. deadline will automatically prevent the reading of your proposal and will be returned unopened. We do not accept fax or electronic proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Board of Education in connection with this Request for Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the Board of Education.

All materials submitted in response to this request become the property of the Board of Education. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Board of Education and not returned to Proposers.

The work to be performed under this Request for Proposal (RFP) shall include the furnishing of all labor, tools, and supervision necessary for landscaping service and related equipment in all facilities operated by the Campbell County School District (District). All repair work will be on an as needed basis.

These specifications include:

- | | |
|---------------------------------|---|
| A. General requirements | N. Service Meeting |
| B. Scope of Work | O. Insurance |
| C. Types of landscaping service | P. Contact information |
| D. Description of work | Q. Service Time |
| E. Materials and supplies | R. Contract Extension |
| F. Completed work | S. Method of Award |
| G. Corrections to work | T. Non-Discrimination |
| H. Warranties/guarantees | U. Proposal Form |
| I. Request for estimates | V. Attachment A – Company information |
| J. Requirements for invoices | W. Attachment B – Contact information |
| K. Hourly Rates | X. Attachment C – Reference information |
| L. Mileage | Y. Attachment D – Conflict of Interest |
| M. Experience | |

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control.

The Board of Education reserves the right to determine the ability of any Contractor to perform the work, and any Contractor shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

The Contractor is required to thoroughly examine the RFP requirements and the work contemplated, and it will be assumed that the Contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the RFP, the Contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the Contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

Please read through the entire set of specifications before filling in any information. If you have questions relating to the required information, or you need clarification of this specification, please contact:

Director of Maintenance and Facilities: Sharon Alexander
(859) 635-2173

Sharon.Alexander@campbell.kyschools.us

A. GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, District Regulations, Code Requirements (District, State or National) and the requirements of the Kentucky prevailing state safety regulations as they pertain to local governments.
- b. The contractor shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work. The Contractor and the District will work closely together to obtain District building permits. District building permits fees will be the responsibility of the District.
- c. All equipment, materials, etc., specified to be removed from the site shall become the property of the District, unless otherwise stated.
- d. All work will be left in a clean safe and workable condition.
- e. Contractor shall ONLY repair what they are instructed to repair.
- f. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated District representative and request clarifications before proceeding.
- g. No single job shall exceed \$30,000.00 under the terms of this contract. It is up to the expertise of the contractor to estimate initial cost of each individual job/project to determine if it will exceed \$5,000.00. All projects over \$30,000 will require the District to obtain quotes from additional contractors.
- h. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- i. The District reserves the right to terminate the contract with a 30-day written notice.
- j. By executing this contract, the contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- k. In the event of accidental site damage, it will be the responsibility of the contractor to return the site to its original condition at no cost to the District.
- l. If work is needed due to an emergency, the contractor is instructed to do so at the direction the District's designated representative.
- m. All permanent repairs must be made as soon as is possible. This must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
- n. It will be the responsibility of the workman to leave the area in a clean, "broom swept" state. Worker must remove all debris generated while making the repairs.

B. SCOPE OF WORK

The work to be performed under this specification shall include the furnishing of all labor, equipment, tools, and supervision necessary for Landscaping Service at all buildings and grounds owned by the Campbell County School District. A complete list of all buildings and facilities may be requested by the Contractor.

Whether the Contractor is a corporation, partnership, individual or other legal entity, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

C. TYPES OF LANDSCAPING SERVICE

- a. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, lawn care, plant health, pruning, and integrated pest management. The District reserves the right to demand the replacement of Contractor's staff who do not meet the District's standards for safety, professionalism, or horticultural knowledge.
- b. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the landscape maintenance manager and site supervisor.
- c. Attend meetings and site inspections of the grounds as requested.
- d. Contractor shall maintain a log of activities performed and provide a written copy upon request.
- e. Establish a schedule/chart for regular landscaping maintenance by area and submit to the District for review. Contractor to review proposed schedules with District upon request and adjust as necessary to avoid conflicts. There are several events that go on each year that require the property be in compliance with the specifications of the RFP at the time of the event.

D. DESCRIPTION OF WORK

- a. This document is intended as a benchmark of the District's minimum standards for landscaping maintenance, repair, and improvements. However, the District respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.
- b. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of landscaping and plantings, as specified herein. It is the intent of the District that the sites identified in the RFP be maintained in a resource-efficient, sustainable, and cost-effective manner.
- c. Maintenance shall consist of installation of new mulch, removal of old mulch when necessary, pruning, Integrated Pest Management (IPM), weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of landscape plantings.
- d. All landscaping shall be maintained with professional quality equipment.
- e. Contractor shall visually inspect all areas monthly to identify potential problems. Potential problems should be brought to the attention of the District.
- f. Control of Weeds: Use cultural methods (mulch, proper pruning) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods that remove the roots as needed. Ground covers are to be trimmed so they meet but do not grow over walkways
- g. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.
- h. Clippings will be swept or blown from hardscapes.
- i. Coordinate landscaping schedules with District for spring, summer, and fall service.
- j. The District and the Contractor will evaluate and determine any areas that require bagging and removal of clippings on a regular year-around basis.
- k. Contractor is responsible for any damage incurred as a result of equipment damage to trees and shrubs and must repair or replace any such damage at no cost to the District.

IT WILL BE THE UTMOST IMPORTANCE THAT THE CONTRACTOR WORK AS QUICKLY AND EFFICIENTLY AS POSSIBLE. THE DISTRICT BUILDINGS/FACILITIES MUST REMAIN OPEN AND READY FOR USE BY THE PUBLIC.

E. MATERIALS/SUPPLIES

The District believes that using Natural Landscaping techniques to maintain District property will create a landscape that is healthy, resource-efficient, sustainable, and cost-effective to manage. When Natural Landscaping techniques are applied in landscape design, construction, and long-term maintenance, there are many benefits, including easier maintenance, lower costs, and higher property values.

It is the District's expectation that the Contractor's proposal will comply with these Natural Landscaping based standards and specifications. It should be the Contractor's expectation that the District will only consider awarding the contract to a Contractor whose bid shows compliance. The Contractor should also expect to be held to these standards throughout the course of the contract. The following standard outlines the scope of services and responsibilities required of the Contractor but may not be inclusive of the entire scope of services. The specifications outline the quantity and category of work required. Other parts of the contract (not included here) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.

- a. Pricing assumes that bagging and removing clippings will be required when excessive debris is present.
- b. Contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees and shrubs and must repair or replace any such damage at no cost to the District. Properly maintained tree wells are encouraged to minimize such damage.

F. COMPLETED WORK

All grounds must be left in full operating order. It must be left in a safe condition where no harm can come to any person because of lack of ordinary care. The area's operation or condition must be evaluated after each job. It will be the responsibility of the Contractor to evaluate the work and report problems to the District.

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

G. CORRECTIONS TO WORK

If the District, at its sole discretion, feels that the work performed by the Contractor is not adequate then the District will notify the Contractor of this in writing. The Contractor will have 48-hours to respond and make the necessary corrections. If the Contractor fails to do this, then this will be grounds for immediate cancellation of this contract. The District may remedy the problem by hiring an outside Contractor to complete/correct the job. The original Contractor may be charged for these corrective services. If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the District will cause this contract to be cancelled.

When District and Contractor have any dispute over or disagreement on the formation, performance, breach, termination or invalidity or any other provision of this Contract, both parties shall try to settle the dispute or disagreement through friendly negotiation. In case either party is unwilling to settle the dispute through negotiation or if both parties fail to reach any agreement within 30 days after negotiation begins, either party may submit such a dispute or disagreement to and for settlement through litigation governed by Kentucky Law. During the period of settling the dispute or disagreement, both parties shall continue to abide by and perform this Contract.

In case of default by the Contractor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due to the Contractor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. WARRANTIES/GUARANTEES

Contractor shall replace, at no additional cost to the District, any turf, plant materials or any other District property damaged as a result of improper project management. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be done within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement must have written permission of the District

Contractor is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

Contractor shall inform the District of plant losses unrelated to the maintenance activities, provide the District with a probable cause of the plant loss, and provide recommendations for replacement along with pricing for replacement.

Contractor and all employees shall abide to a code of conduct that includes wearing shirts, prohibits alcohol, smoking, drugs, firearms, tobacco products, foul language, and fraternizing with students and staff.

I. ESTIMATES

It will be required that from time to time the Contractor provide the District with a free written estimate to perform work. The site must be visited. The proposal shall contain:

- a. Location name and address.
- b. Total cost (labor & materials)
- c. Breakdown of costs.
- d. Special equipment needed.
- e. Other special conditions.
- f. Specify exactly what work is to be done.
- g. Number of business days to complete job. (Weather permitted)
- h. Number of business days needed to start job after receiving authorization. If the proposal is accepted, the work shall be done on time and the materials not to exceed the quoted price. Actual service slips will be needed with the final invoice.

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control. The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed. The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

J. INVOICES

No invoices will be paid without the proper information attached. It will be required that all invoices be prepared in the following manner:

- a. The District can only be invoiced after all the work has been completed.
- b. All pertinent information must be on the invoice:
 - i. Purchase order number
 - ii. Detailed description of work that was done
 - iii. Building/facility where work was performed
- c. It must be dated properly and accurately.
- d. If work is not completed to the satisfaction of the District, it will be held up for payment. When the problem is corrected then the invoice will be processed.
- e. All invoices must be sent to: Campbell County School District, ATTN: Finance, 101 Orchard Lane, Alexandria, KY 41001
- f. Invoices must be received by the district 14 days prior to each monthly regular scheduled Board of Education meeting (typically the third Monday of each month).

K. HOURLY RATES

Hourly rates for individual contractor employees and job completion shall be calculated in the base bid contract price.

L. MILEAGE

The District cannot be charged for any time, mileage fees or other costs while a Contractor is traveling to and from the site. The Contractor shall consider this cost in his rate when they submit a proposal.

M. EXPERIENCE

Under the terms of this contract the prospective Contractor must meet the following experience requirements:

- a. The contractor must currently be in the business of providing landscaping maintenance services of this type.
- b. The Contractor must have a minimum of 5 years' experience working in lawn and landscaping maintenance services. The Contractor shall provide the District with experience documentation.
- c. The Contractor shall provide the District with three professional references with contact information from existing/prior clients.

N. SERVICE MEETING

Under the terms of this contract it will be required that a representative from the Contractor meet with District officials after the contract has been signed and approved to discuss procedures for service, the terms of the contract and any other questions either party may have. This will be considered an introductory meeting.

O. INSURANCE

The Contractor shall furnish and keep in force for the life of this contract the following insurance coverage:

- a. All insurance must be maintained at the Contractor's expense.
- b. Workers' Compensation coverage and Kentucky unemployment insurance (per Kentucky law).
- c. Contractor's General Liability insurance must be maintained at the Contractor's expense in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate;

- including naming the Campbell County Board of Education as additional insured.
- d. Automobile Liability Coverage, including coverage for owned, hired or borrowed auto: \$1,000,000
 - e. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability.)
 - f. All of the above-mentioned policies will include a provision that the District will receive 30 days advance notice of cancellation or reduction in the limits of liability or coverages.
 - g. In addition, it is understood and agreed that the District will not be held responsible for damage to provider's equipment or vehicle regardless of cause.

All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 days prior to expiration of a policy period, must be submitted with the proposal and on file with District prior to commencement of an Agreement.

To the extent allowed by Kentucky law, the Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the District and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the District or for which the District may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this Agreement.

P. CONTACT INFORMATION

Under no circumstances shall any service calls be received by the Contractor by any source other than those persons listed below. The Contractor shall make no plans to repair any item for the District without the explicit permission of the following:

- a. Director of Maintenance and Facilities
- b. In addition to the above work to be performed on an emergency basis or on a holiday may be requested by a Superintendent or Director. (A listing will be provided to the Contractor upon request).

Q. SERVICE RESPONSE TIME

Services can be provided from dawn to dusk 7 days per week. An instructional school calendar is available online and upon request by the Contractor. The District will notify the Contractor of special events and coordinate times and dates for services. All calls for service shall be returned within one (1) business day. If the Contractor fails to respond in the required time, this may be grounds for cancellation of this contract. The Contractor must provide at least two contact telephone numbers.

R. EXTENSION OF CONTRACT

This contract may be extended through an agreement by the District and Contractor for two (2) additional one-year periods under the terms and conditions of the original contract. Such written notice shall be given 60 days prior to the expiration date of each contract period.

If the District and Contractor elect to exercise the option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall be the contract prices of the

original contract.

S. METHOD OF AWARD, BEST QUALIFIED PROPOSER

All proposers must have demonstrated a track record of success in the industry, provide professional references, and display sound business practices that show fiscal responsibility. Proposals will be evaluated based on the experience and competence of the Contractor and on the basis of the totals of the quantities listed in the proposal under the enumerated items, at the unit prices or lump sums for these items. The contract will be awarded to the best responsible and eligible proposer. However, the Board of Education may reject any or all proposals if it is in the public interest to do so. The term "best responsible and eligible proposal" shall mean the contractor whose proposal is the best of those possessing the skill, ability and integrity necessary for the faithful performance of the work. KRS 45A.494 and KRS 45A.490 shall apply to all contracts awarded.

The awarding of this proposal is dependent on approval of funding by the Board of Education. The Board of Education reserves the right to reject any and all proposals and to cancel the RFP at any time it deems to be in the best interest of the district. The Board of Education reserves the right to award multiple contracts to different contractors for different locations based on the lowest responsive and responsible bids received for a school; this fact should be taken into consideration by each Contractor. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with the Board of Education.

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the school district. The Board of Education is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at Board of Education's sole discretion.

Evaluations will be made for each qualified Contractor. The Board of Education meetings are normally held on the third Monday of each month. Contractors are requested not to call for an evaluation of the RFP.

Any RFP received after the scheduled time of opening will be returned unopened to the Contractor.

No RFP documents can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the Contractors in making up their proposal. Any proposals received unsigned shall be rejected.

All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this invitation. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such form.

To be considered proposals must contain at a minimum of:

- a. Proposal Form
- b. Cover Sheet
- c. Attachment A – Company information
- d. Attachment B – Contact information
- e. Attachment C – Reference information

f. Attachment D – Conflict of Interest

Proposals will be reviewed by:

- a. Superintendent
- b. Assistant Superintendent of Operations
- c. Director of Finance
- d. Director of Maintenance and Facilities

Proposals will be approved by the Campbell County Board of Education.

The Contractor must submit response to the RFP no later than 12:45 p.m., local time, Tuesday, March 2, 2021. The RFP response must be sealed, labeled “Proposals for Landscaping Services”, and submitted to the following address: Campbell County School District Landscaping Services Proposal – Finance Department 101 Orchard Lane Alexandria, KY 41001

Faxed or emailed proposals will not be accepted by the District. Proposals received after the designated time will not be accepted. **The District is not responsible for courier or package delivery services.**

All “Proposal Forms” provided with this “Request for Proposal” must be submitted.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed. All blanks and information requests are to be completed on the proposal form in order to qualify your proposal. Do not proposal any special groupings other than those listed herein.

The Board of Education reserves the right to make multiple awards to two or more companies where more than one standard of quality is desired.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Campbell County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Campbell County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both, so fined and imprisoned at the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Campbell County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000.00 fine or one-year imprisonment or both upon conviction.

T. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- (2) The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

PROPOSAL FORM for Landscaping Services

The Board of Education reserves the right to accept any proposals, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the Contractor does not provide satisfactory proof that the Contractor is qualified to carry out the details of the agreement.

The Board of Education reserves the right to award multiple contracts to different contractors for different locations based on the lowest responsive and responsible bids received for a school; this fact should be taken into consideration by each Contractor. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with the Board of Education.

Base bid for services constructed from an established schedule/ chart for regular landscaping maintenance by area for spring, summer, and fall.

School	Location	Base Bid for Services
Campbell County High School Fieldhouse	909 Camel Crossing Alexandria, KY 41001	
Campbell County Middle School	8000 Alexandria Pike Alexandria, KY 41001	
Cline Elementary School	5586 East Alexandria Pike Cold Springs, KY 41076	
Reiley Elementary School	10631 Alexandria Pike Alexandria, KY 41001	
Crossroads Elementary School	475 Crossroads Blvd. Cold Springs, KY 41076	
Campbell Ridge Elementary School	2500 Grandview Rd. Alexandria, KY 41001	
Silver Grove Schools	101 W. 3 rd St. Silver Grove, KY 41085	
Campbell County Schools Central Office	101 Orchard Ln. Alexandria, KY 41001	

To: Campbell County Board of Education
101 Orchard Lane
Alexandria, Kentucky 41001

In signing this Proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other contractor, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening to any other contractor or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by in this Request for Proposal, Proposal Form and Attachment A through D, and declares that the attached Proposal and pricing are in conformity therewith.

_____		_____
Name		Title
_____		_____
Signature of Authorized Representative		Company

Address: (Street, District, State, Zip Code)		
_____		_____
Telephone	Fax	E-mail

Date		

(SEAL)

ATTEST:

Name:

Title:

ATTACHMENT A - COMPANY INFORMATION

1. List exact name of firm _____
2. How many years has your firm been in business under its present business and business organization structure? _____ years
3. If your firm has been in business under its current name less than three years, what was the previous name of the firm? _____
4. How many years has your firm been regularly and actively engaged in Landscaping business, performing the type of work described in paragraph 2 of the specification "Scope of Work"? _____ years
5. How many people are employed by your firm?
_____ Full-time _____ Part-time _____ Seasonal
6. Describe the equipment used for landscaping services either owned or leased by your firm and are available for use by your workforce on a full-time basis?
_____ Owned _____ Leased

7. Discuss experience providing landscaping services to schools. Provide company values and qualities that distinguish services from competitors.

Attach Response to Attachment A – Company Information

8. Proposal shall include a tentative monthly schedule/ chart for regular landscaping maintenance (mulch installation and removal, bed maintenance, pruning, weed control, etc.) by area for April 1 – November 30.

Attach Response to Attachment A – Tentative Schedule

ATTACHMENT B – CONTACT INFORMATION

For service calls Monday thru Friday, between 7:00 A.M. and 5:00 P.M., exclusive of holidays, the contact person will be:

Primary Contact: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

Secondary Contract: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

All calls must be returned within one (1) hour.

REQUIRED AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday thru Friday, between 5:00 P.M. and 7:00 A.M. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

Primary Contact: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

Secondary Contract: _____
Title: _____
Office Telephone #(s): _____
Cell Telephone #(s): _____

All calls must be returned within one (1) hour. Pager numbers are acceptable. Please note this if you are giving a pager number above.

ATTACHMENT C – COMPANY REFERENCES

Indicate below at least three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract and who conforms to the requirements for this specification.

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

Company Name: _____
Contact Person: _____
Telephone #: _____
Address: _____
District, State, Zip: _____
Type of Work Performed: _____

ATTACHMENT D – CONFLICT OF INTEREST DISCLOSURE

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein: or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Campbell County Board of Education.

Signature

Date

**References: KRS 156.480
OAG 80-32
Model Procurement Code 45A.455**

**Campbell County Board of Education
101 Orchard Lane, Alexandria, Kentucky 41001**

“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

**I, hereby, certify that I have read and understand the above
“Prohibition against Conflicts of Interest, Gratuities and Kickbacks.”**

Signature

Date