



**Fulton Independent School District  
School Year 2023/2024 Invitation to Bid:  
Lawn Mowing & Mulch Maintenance**

Fulton Independent School is accepting sealed bids through the close of business on **February 14, 2024** at the address listed below.

No bids will be received thereafter.

Bid opening is scheduled for **February 15, 2024 at 10:00 AM** in the Central Office Board Room.

**For questions, you may contact:**

Kent Green, DPP, at

[kent.green@fultonind.kyschools.us](mailto:kent.green@fultonind.kyschools.us)

Subject: Lawn Mowing Bid

or call

270-472-1553

**Bid Opening:**

At the specified date and time, bids which are in order, will be opened and read.

Any interested parties may attend.

No immediate decision will be made concerning the proposals submitted.

Recommendations will be made to the Board of Education at the following meeting:

Fulton High School

700 Stephen Beale Dr.

Fulton, KY 42041

February 20, 2024 at 5:45 PM CST

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### **Completion Instructions:**

- Include all Required Items in your Bid Submission
- Use blue or black ink, or type, when completing these items
- All bid materials should be submitted in a sealed envelope
- Bid envelope should be clearly marked with the bid name
- All bids must be received by the date and time specified
- All signatures must be completed by persons legally authorized to bind the company to the bid
- Questions can be submitted to Kent Green, DPP, by email at [kent.green@fultonind.kyschools.us](mailto:kent.green@fultonind.kyschools.us) or phone at 270-472-1553

### **Proposals must be sealed, clearly marked, and delivered to:**

Fulton Independent School  
Attn: Kent Green, DPP  
Lawn Mowing Bid 2024  
304 West State Line  
Fulton, KY 42041

Fulton Independent School is accepting sealed bids through the close of business on **February 14, 2024** at the address listed.

Close of business is defined at 4:00 PM CST, normal FISC business hours.

No bids will be received thereafter.

Bid opening is scheduled for **February 15, 2024 at 10:00 AM CST** in the Central Office Board Room.

## **General Proposal Instructions and Conditions**

### **A. ACCEPTANCE OF PROPOSALS**

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

### **B. PROPOSAL DOCUMENTS**

Proposal forms are provided with this Invitation to Bid. All proposals must be submitted on the "Proposal Form". In order to qualify your proposal shall be in a sealed envelope clearly marked "Lawn Mowing Bid 2024". The Certificate of Compliance and Conflict of Interest statement shall be signed and included with the proposal forms.

### **C. SPECIFICATIONS**

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Superintendent or his designee after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a proposal follow carefully the specifications detailed herewith. The proposer is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular proposal form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation for such specifications.

### **D. MODEL PROCUREMENT REGULATIONS**

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 Proposals and the Model Procurement Regulations, the Regulations shall control. The Model Procurement statutes can be found in KRS 45A.

#### **E. PERFORMANCE BOND**

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

#### **F. EXCUSE FOR NON-PERFORMANCE**

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is not due to the fault or negligence of the party not performing.

#### **G. PENALTIES**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor 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. TAXES**

The Federal Excise Tax and the Kentucky Sales and Use tax are not to be imposed as the Board of Education will furnish the successful proposer with proper tax exemption certificates upon request.

#### **I. PRODUCT EVALUATION**

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling or delivery. The decision concerning the satisfactory use and performance of any item on this proposal shall be that of the Educational and Business Staff of the Board of Education.

#### **J. BRAND NAMES**

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If proposer fails to indicate brand or trade name, where requested, the item proposal may be disqualified.

## **K. NON-DISCRIMINATION**

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

- (1) The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation. The seller agrees to post in conspicuous places notice setting forth the provisions of this equal opportunity clause.
- (2) The seller shall, in all solicitations and/or advertisements for employees placed by or on behalf of the seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The seller 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.

## **L. DELIVERY**

The contractor agrees to furnish and deliver the items within the terms of this contract as the Purchasing Agent may prescribe.

All costs for delivery, including handling and freight, and for the packaging of said articles are to be borne by the proposer, and must be included in your proposal prices.

## **M. SAMPLES AND/OR DESCRIPTIVE LITERATURE**

Samples and/or descriptive literature may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for proposal opening. Failure to furnish samples may disqualify any proposal.

If samples are required and they are not claimed within 14 days of the bid opening, the samples will become the property of the Board of Education.

Samples shall be representative of items on which the proposal is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

NOTE: Proposal samples and/or descriptive literature should not be submitted unless expressly requested.

## **N. KENTUCKY O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

## **O. PROPOSALS**

Businesses that fail to respond to invitations to bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable proposer mailing list.

Any Proposals received after the scheduled time of acceptance will remain unopened until claimed by the vendor. Proposals not picked up by June 30<sup>th</sup> of that year will be destroyed.

Proposers are requested not to call for a tabulation of the proposals. Tabulations are available upon request in writing (via letter, email, etc...) after the bid award date. Each proposal must be in a separate sealed envelope with the proposal name appearing on the envelope.

No proposal can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of proposers in making up their proposals. Any proposal received unsigned will 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 form certifies that the product meets any and all specifications, except as noted on such form.

## **P. PRICES**

All prices quoted by the various proposers must be firm for a minimum period of sixty days to allow proposal acceptance by the Board of Education. If awarded the contract, the prices will then be firm for one year from the date of acceptance by the Board of Education.

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 person signing proposal. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Price must be stated in units specified herein.

Proposals that have clerical errors or irregularities are subject to correction only with concurrence with the Superintendent or his designee. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

**Q. “OR EQUAL” CLAUSE**

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer the term “or equal” if not inserted, is implied.

The use of a specific article or manufacturer’s name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer’s product of comparable quality, design and efficiency.

**R. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Board may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Board by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the Board, become the Board’s property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board. The Contractor, however, shall not be relieved of liability to the Board for damages sustained by the Board by reason of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Board from the Contractor can be determined.

**S. TERMINATION FOR CONVENIENCE**

The Board reserved the right, in its best interest as determined by the Board, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**T. SPECIAL CONDITIONS**

**AWARDING OF CONTRACT(S):**

Contracts may be awarded to the lowest evaluated vendor meeting all specifications and conditions, and subject to all other provisions of this invitation to proposal, on a per item basis, on a group basis, or on a total basis; whichever is deemed to be in the best interest of the Board of Education.

**RECIPROCAL PREFERENCE:**

Per KRS 45A.494, prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

TECHNICAL SPECIFICATIONS:

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict proposals on equal or better quality items. Low prices will not be the only criterion for awarding proposals, as each item shall be subject to evaluation and/or usage test prior to the awarding of the proposals and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

DELIVERY LOCATION:

The successful proposer shall provide the appropriate equipment and personnel necessary to unload items at the receiving point; meaning to remove the items from the delivery vehicle and to place them on the location chosen.

QUANTITIES:

Quantities are not guaranteed; orders are placed on an as needed basis. The Board of Education reserves the right to order quantities as needed, and at the proposal prices, for the duration of the contract period.

SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Kent Green, DPP.

PURCHASE REQUIREMENTS:

**NO SHIPMENTS** ARE TO BE MADE AGAINST THE CONTRACT WITHOUT AN AUTHORIZED PURCHASE ORDER. Orders will be placed according to the details in the Purchase Order. All deliveries must be made to the location indicated on the **purchase order** and signed for by a responsible board official.

INVOICES:

All invoices must show the Board of Education's purchase order number, date of delivery, name of the location and list of items delivered by item name.

CONTRACTS:

**Contractual agreements are only valid when signed by the Superintendent. Signatures from other District employees are not valid and the contract shall be resubmitted for the Superintendent's signature.**

OTHER CONDITIONS:

All blanks and information requested are to be completed on the proposal form in order to qualify your proposal.

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



## **Bid Specifications:**

**A. Service to be Provided**

This Invitation to Bid is for the expressed purpose of awarding a contract, or contracts, to provide lawn mowing and mulching maintenance, as laid out below, at multiple school locations throughout the district.

**B. Duration of Award and Extension**

The duration of this contract shall be for one mowing season, March 1 through October 31. The contract may be renewed or extended upon approval of both parties. Additional mowing before/after mowing season is upon request by the Facilities Director.

**C. Tax Exempt Status**

The Fulton Independent Board of Education is tax exempt and will not pay any sales, use or property taxes.

**D. Proposal Evaluation**

The Fulton Independent Board of Education reserves the right to evaluate proposals based on overall value and quality, not simply the lowest bid.

**E. Business Identification and Preparer**

Bid form must be signed by a member the firm who is authorized to legally bind the firm.

<b>Name of the Company:</b>	<b>Date:</b>
<b>Preparers Printed Name:</b>	<b>Title:</b>

**F. Scope of Work**

1. **Fulton Independent Board of Education**-includes mulching and weeding of flower beds around the office building; and chemical application for all curb sides, parking lots, and walkways.

2. **Carr Elementary Campus**- includes all mowing, weeding, and chemical application for all buildings, sidewalks, fences, parking lots, and playgrounds. There will be some mulching of the front entrance in May and July.

3. **Fulton High School Campus**- includes all mowing, weeding, and chemical application from West 5th Street North to the end of the campus on the North side of the extended land around the end of the High School building and parking lots as needed. There will be some mulching of the front entrance in May and July. Also includes mowing and weeding of the science lab areas. South field beyond practice field mowed every two weeks.

4. **Memorial Football Stadium**- includes all mowing, weeding and chemical application of the playing field and outside fence area.

5. **Mowing Schedule**- The mowing schedule shall be completed at a time that does not interfere with the instructional day at either of the school settings. If at any time, a scheduling change shall become necessary due to weather condition or school request, then either the superintendent of the school or the director of facilities shall approve those changes in advance.

**G. Price Quotes**

Please provide cost for the following (quote unit price).

If any item is not applicable to your bid proposal, please note with N/A.

Costs for delivery are to be included in your per unit prices.

<b>Mowing of lawns at Carr Elementary and at Fulton High School</b>	
<b>Mowing and maintenance of the Fulton High School Practice Field area</b>	
<b>Mowing and maintenance of the Fulton Independent football field and grounds</b>	
<b>Semi-annual mulching/maintenance of Fulton Independent Board Offices, Fulton High School, and Carr Elementary</b>	

## **Conflict of Interest Statement:**

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 contact or subcontract, and any solicitation of proposal therefore, in which to their knowledge:

- a. S/he, or any member of their immediate family, has a financial interest herein: or
- b. A business or organization which they or any member of their 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 s/he or any member of their 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 any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- d. It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year 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 a board member of the Fulton Independent Board of Education.**

<b>Name of the Company:</b>	<b>Date:</b>
<b>Preparer's Printed Name:</b>	<b>Title:</b>
<b>Signature of Preparer:</b>	

KRS 156.480 / OAG 80 32  
Model Procurement Code 45A, 455

NOTE: This certification must be signed and attached to the proposal form in order for your proposal to be qualified.

**Fulton Independent School Required Non-Collusion Statement:**

The listed party making the foregoing bid does attest that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

<b>Name of the Company:</b>	<b>Date:</b>
<b>Preparer's Printed Name:</b>	<b>Title:</b>
<b>Signature of Preparer:</b>	

**Fulton Independent Board of Education**  
**Required Affidavit for Bidders and Contractors Claiming Resident**  
**Bidder Status for Bids and Contracts in General:**

The bidder hereby swears and affirms under penalty of perjury that, in accordance with KRS 451.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

<b>Name of the Company:</b>	<b>Date:</b>
<b>Preparer's Printed Name:</b>	<b>Title:</b>
<b>Company Name:</b>	<b>Company Address:</b>
<b>Signature of Preparer:</b>	

**Certification of Compliance with Specifications:**

In compliance with the invitation to bid, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

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<b>Name of the Company:</b>	<b>Date:</b>
<b>Preparer's Printed Name:</b>	<b>Title:</b>
<b>Company Name:</b>	<b>Company Address:</b>
<b>Phone Number:</b>	<b>Fax Number:</b>
<b>Federal Identification Number:</b>	<b>Unique Entity Identification (UEI) Number:</b>
<b>Signature of Preparer:</b>	

## General Bid Scoring Rubric

To be considered and scored, the bid must include all required documents, arrive prior to the deadline, and be completed per instructions.

<b>Criteria Item</b>	<b>Details</b>	<b>Value</b>
Price and Costs	The proposal which provides the most cost effective solution will be awarded the highest number of points.	40 points
Variety	Proposals will be reviewed for variety of products offered. The proposal which provides the district with the most viable options will be awarded the highest number of points.	20 points
Incentives and Positive References	Proposals which provide the district with the most beneficial set of incentives and with a positive experience with the district or other districts will be awarded the highest level of points.	20 points
Support, Production Time, and Delivery	Proposals which provide ample support will be awarded the maximum number of points. Proposals which do not provide ample support will be awarded points on a scaled basis within the confines of the support listed in the proposal.	10 points
Additional Items	This criterion will award the highest number of points to the proposal which provides the district with solutions that are exclusive to the proposal submitted.	10 points