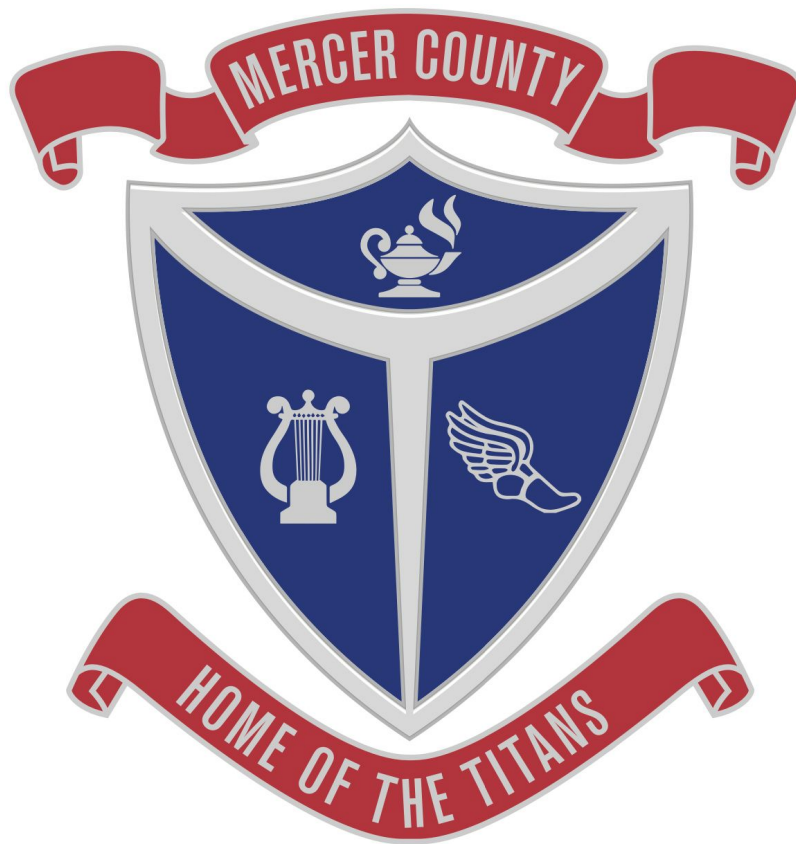


Invitation to Bid  
Grounds and Maintenance for Mowing and Trimming





# Mercer County Schools

## Invitation to Bid

### Grounds and Maintenance for Mowing and Trimming

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The Mercer County Board of Education invites you to submit a sealed bid for grounds and maintenance in accordance with the detailed specifications and general conditions of this bid.

All sealed bids will be opened on **February 2, 2024 at 10 a.m. EST**, and a recommendation for hire will be given to the Mercer County Board of Education during the February 20, 2024 board meeting.

The contract for mowing and trimming will run from April 1, 2024 to March 31, 2025.

Please refer initial questions to [will.carlton@mercer.kyschools.us](mailto:will.carlton@mercer.kyschools.us)



# Mercer County Schools

## Invitation to Bid

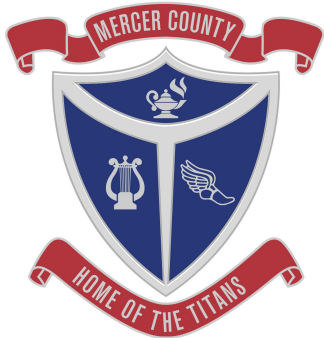
### Grounds and Maintenance for Mowing and Trimming

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All sealed bids must be mailed or delivered to:

Att: Bid for Mowing and Trimming  
Mercer County Board of Education  
530 Perryville Rd  
Harrodsburg, KY 40330

Any interested party should submit a sealed bid for consideration by February 2, 2024 before 10:00 am EST. The Mercer County Board of Education cannot assume responsibility for any delays resulting from delivery failure due to delivery services.



# Mercer County Schools

## Invitation to Bid

### Grounds and Maintenance for Mowing and Trimming

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All interested parties can obtain a copy of this invitation to bid and a detailed packet of specifications from the Mercer County Board of Education circulation desk located at 530 Perryville St., Harrodsburg, KY 40330.

Bidders should arrange to meet with the Director of Facilities and visit all applicable sites.

Please refer initial questions to [will.carlton@mercer.kyschools.us](mailto:will.carlton@mercer.kyschools.us)



Please "Bid" on each individual site and tabulate a total price for all sites.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MCSH  
1124 Moberly Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

MCIS  
1101 Moberly Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

MCES  
741 Tapp Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

Trailblazer  
661 Tapp Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

KMS /Soccer Practice  
937 Moberly Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

Board (Harlow)  
530 Perryville Rd.

Per Complete Servicing  
\$ \_\_\_\_\_

AJ Athletic Complex  
441 East Lexington St.

Per Complete Servicing  
\$ \_\_\_\_\_

Total for all sites:

Per Complete Servicing  
\$ \_\_\_\_\_

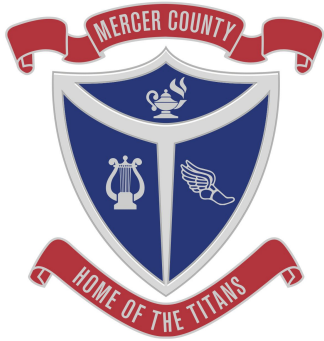
Number of Employees: \_\_\_\_\_

List of Equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please submit this bid sheet and bid form exceptions sheet, along  
with insurance policies in a sealed envelope.

*Insurance policies to include: Workers' Compensation and Liability*



## BID FORM EXCEPTIONS

### 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:

EXCEPTIONS:

THIS PROPOSAL IS SUBMITTED BY:

Name of Proposer (print): \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date Completed: \_\_\_\_\_

MCSH  
Mercer County Senior High School  
1124 Moberly Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.

All areas labeled “bush hog” are not up for bid at this time.







MCIS  
Mercer County Intermediate School  
1101 Moberly Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.



MCES  
Mercer County Elementary School  
740 Tapp Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.



Trailblazer Academy  
661 Tapp Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.





KMS/ Practice Soccer Field  
King Middle School and Practice  
Soccer Field  
937 Moberly Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter  
must be mowed and weeded weekly  
or as needed.

All weeds growing on sidewalks and  
parking lots must be removed as  
needed.

Map continued on next page.



KMS Soccer Practice Field  
937 Moberly Rd.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.

Please bid this property as part of King Middle School.





Mercer County Board of Education  
(Harlow)  
530 Perryville Rd.  
Harrodsburg, Ky 40330

Expectations:

All grass within the red perimeter  
must be mowed and weeded weekly  
or as needed.

All weeds growing on sidewalks and  
parking lots must be removed as  
needed.



Alvis Johnson Athletic Complex  
441 East Lexington St.  
Harrodsburg, Ky 40330

### Expectations:

All grass within the red perimeter must be mowed and weeded weekly or as needed.

All weeds growing on sidewalks and parking lots must be removed as needed.

***\*THIS AREA IS ONLY TO BE  
MOWED BY BIDDER AS NEEDED  
AT THE DISCRETION OF  
MERCER COUNTY  
MAINTENANCE.***



## **GENERAL BID INSTRUCTIONS AND CONDITIONS (PLEASE READ CAREFULLY)**

### **ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids 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 bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

### **BID DOCUMENTS**

A bid form is provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form".

### **TELEGRAPHIC OR FACSIMILE BIDS**

Telegraphic or facsimile bids are prohibited; any and all bids received electronically shall be considered a non-responsive bid.

### **AWARDING OF CONTRACT**

Please refer to the Special Conditions.

### **RECIPROCAL PREFERENCE**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Mercer County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.



### SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Bid Department 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 bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is required.

The Board of Education reserves the right to waive compliance of any materials 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 of such specifications.

Product bid must meet or exceed all specifications as of the time and date of bid opening.

### 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 invitation to bid and the Model Procurement Regulations, the Regulations shall control.

### PERFORMANCE BOND

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

### 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 satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

## 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 bidder with proper tax exemption certificates upon request.

## 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 and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

## BRAND NAMES

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

## 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 parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although 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 this Equal Opportunity clause.

2. The Seller shall in all solicitation 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 parental 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.

### CANCELLATION

Upon acceptance of a bid by the School Board, the insurer shall agree that coverage shall not be cancelled prior to the anniversary except for failure of the School Board to pay the premium as bid. ALL POLICIES SHALL CONTAIN AN ENDORSEMENT STATING SUCH TERMS OF CANCELLATION, with a minimum of 90-day notice being required. Ninety-day notice will also be given in case of a rate change at renewal.

If the District determines that the bidder is performing unsatisfactorily, the District may give a sixty (60) day cancellation notice.

### BIDS

1. Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.
2. Tabulations will be made by the Board of Education and bidders may request a formal tabulation after the Board of Education has taken official action.
3. Any bids received after scheduled time of opening will be returned unopened to the bidder.
4. Each bid must be in a separate sealed envelope with date, time, and name of bidder appearing in the top left hand corner of the envelope.
5. No bid 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 bidders in making up their bids. Any bids received unsigned will be rejected.
6. All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. By submitting a bid, the bidder is indicating that he/she has read, understands and agrees to all the specifications outlined in this bid.
7. Vendors that have provided the service, that proposals are being accepted for, the prior school year or that were contacted by the Board of Education directly for a quote may be excluded from meeting the requirements that are outlined within this document. Those vendors may be asked individually for documents relating to their services.

8. For any clarification relative to this bid, contact Jaziel Guerra, Director of Facilities, [jaziel.guerra@mercerc.kyschools.us](mailto:jaziel.guerra@mercerc.kyschools.us).

#### PRICES AND/OR PERCENTAGES OF DISCOUNT

1. All prices quoted by the various bidders must be firm prices for a maximum period of ninety (90) days to allow acceptance by the Board. If awarded the contract, the prices will then be firm for the time period indicated herein.
2. All prices and quotations must be 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 bid. Also, corrections made with correction tape or fluid are to be initialed.
3. Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
4. Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.
5. Discount terms will be considered in determining the low bidder.
6. Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department.

#### K.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.

#### CONFIDENTIAL DATA

1. Prospective bidders may designate those portions of the initial bid which contains trade secrets or other proprietary data which are to remain confidential.
2. If the Contracting Officer does not agree with the disclosure of such data, he shall inform the offeror in writing what portions of the bid will be disclosed and that, unless the offeror protests his determination in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Model Procurement Regulations, or unless the offeror withdraws his bid as provided in subparagraph 3.10.1 of these regulations, the bid will be so disclosed.

## **PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS**

(1) 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 THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN 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 HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE 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.(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY 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 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 THEREFOR.(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

## **STATEMENT PURSUANT TO KRS 45A.990**

ANY EMPLOYEE OR ANY OFFICIAL OF THE MERCER COUNTY BOARD OF EDUCATION OF HARRODSBURG, 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 MERCER COUNTY BOARD OF EDUCATION OF HARRODSBURG, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON 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 MERCER COUNTY BOARD OF EDUCATION OF HARRODSBURG, 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 IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.