

Montgomery County School District  
640 Woodford Drive  
Mount Sterling, KY 40353  
(859) 497-8760



## **INVITATION TO BID**

## **LAWN MOWING**

**Proposal Release Date: Thursday, November 15, 2018**

**Proposal Due Date: Friday, November 30, 2018, 9:00 a.m. EDT**

Montgomery County School District  
640 Woodford Drive  
Mount Sterling, KY 40353  
(859) 497-8760

**INVITATION TO BID  
LAWN MOWING  
Montgomery County School District  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

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**INVITATION TO BID  
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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

The Montgomery County School District (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Richard Culross, Deputy Superintendent of Support Services, The Montgomery County School District at the address indicated above, in a **sealed envelope marked "LAWN CARE" in the lower left hand corner.**

Copies of this invitation may be obtained at Central Office at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

**PERIOD OF CONTRACT**

The period of the contract will be after the date of Board approval (or when agreed upon) through June 30, 2021. If agreed upon by both parties in January of each year, the agreement may be extended annually up to two additional annual renewals. Prices for the next contract year may be negotiated in January of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics web site. (<http://stats.bls.gov/cpi/home.htm>)

**PRE-BID MEETING/PROPERTY WALK THROUGH OPPORTUNITY**

District staff will be available to answer questions and lead a property walk through for interested bidders. The pre-bid and property walk through will begin at the District Maintenance Department building located at 700 Woodford Drive, Mt. Sterling, KY at **9:00 a.m. on Tuesday, November 20, 2018.**

**TIME OF BID OPENING**

Bids will be opened at **9:00 a.m. on Friday, November 30, 2018.** All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid received by the District prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

**LOCATION OF BID OPENING**

Bids will be opened and read in the Central Office of The Montgomery County School District at the address above. You are invited to be present at the bid opening.

**BID AWARD:**

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, 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. Bids shall be considered at the regular board meeting held on **December 18, 2018.**

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**PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF MONTGOMERY 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 IN 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 MONTGOMERY 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) 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.

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 IN 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 MONTGOMERY 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) 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 \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

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

A. 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.

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid." All Proposals shall be submitted on the "Bid Form."

C. 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 Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that 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 requested. Only items meeting the requirements are to be quoted on the regular bid 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 of 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 fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

E. 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.

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

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satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of 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

Montgomery County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

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 and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Deputy Superintendent of Support Operations of the Board of Education.

J. BRAND NAMES

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

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

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 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 place notices setting forth the provisions of the Equal Opportunity clause.

The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

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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 the contract as the Purchasing Agent may prescribe.

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

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid 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 and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to the Deputy Superintendent of Support Operations, at the address above.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

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.

N. 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 Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

O. BIDS

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

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the fourth Tuesday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

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Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

No bid 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 bidders in the creation of their bids. Any bids received unsigned shall be rejected.

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

P. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract."

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

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

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. 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 are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of 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. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.



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NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

S. SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from the Superintendent/designee.

T. REQUIREMENTS

All deliveries must be complete within sixty (60) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

One (1) copy to the maintenance department with material at time of delivery

Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.

No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official; either the Director of Facilities and Grounds or the Deputy Superintendent of Support Operations.

All invoices must show the purchase order number, date of delivery, name of location and list of items delivered by item name. Invoices must include price per location, number of mowings, and total amount invoiced.

U. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The 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.

Do not bid any special groupings other than those listed herein.

V. LEGAL AND CONTRACTUAL REMEDIES

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

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If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

W. CORRECTIVE ACTION REQUEST (C.A.R.)

In the event that an incident may occur with a contracted vendor which is deemed to be unacceptable, The Montgomery County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

X. RECIPROCAL PREFERENCE

In accordance with 200 KAR 5:400 **ALL BIDDERS** must complete the attached "REQUIRED AFFIDAVIT FOR BIDDERS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

Y. I.R.S. W-9 FORM

All Bidders responding to this Invitation to Bid shall submit a completed IRS W-9 Form along with their bid.

For any clarification relative to this bid, email all questions to [amy.kratzer@montgomery.kyschools.us](mailto:amy.kratzer@montgomery.kyschools.us).

**RETURN THE FOLLOWING:**

- All Bid Forms
- Conflict of Interest Form
- Required Affidavit for Bidders and Contractors claiming resident bidder status.
- W-9

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**SPECIAL CONDITIONS**

**FIRM PRICES:**

Price(s) are to remain firm for the period of the contract.

**WORKMANSHIP AND QUALIFICATIONS:** The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state, and local codes. Where there is a conflict in the minimum standards to be met among the various codes, the most stringent will take precedence. **As a requirement of this bid, the bidder must submit with their proposal a reference list of at least three previous customers.**

**REFUSE:** All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

**INSURANCE:** General Conditions require contractors working for the Montgomery County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workman's Compensation Insurance
- b. General Public Liability and Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- c. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

**Note:** Any specification bid in contrast to that stated herein must be approved by the Superintendent or designee at the Montgomery County Board of Education prior to the bid opening.

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**Upon Bid Submittal Bidder Shall Provide the Following;**

- Completed Attached Bid Form
- Three Work References with company names, addresses, phone numbers, contact names, and e-mail addresses
- Proof of Required Insurance
- Signed and Dated Conflict of Interest Form
- Kentucky Weed Control / Applicators Certificate
- Required Affidavit for Bidders and Contractors claiming resident bidder status.
- W-9

The awarded contractor(s) shall provide a tentative mowing schedule to the Director of Building and Grounds and/or Deputy Superintendent of Support Operations one week prior to commencement of work for approval.

**BID SPECIFICATIONS**

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Prices provided for lawn mowing services at each location are denoted on the map areas on the attached drawings. **The mowing area is outlined in red. Notes are included on each map notating the specifics of the map area.**

The colored areas on the attached drawings are a best effort to identify all mowed areas. It is possible that small areas may have been omitted that require mowing. On site verification is recommended prior to bid submittal. Bids are to be based solely on the colored maps provided with the bid packet with respect to the areas to be mowed.

The awarded contract shall include all materials, equipment, and labor to complete mowing, trimming, edging, and cleaning of sidewalks and facilities for complex.

**The number of mowings varies depending upon weather conditions and as directed by the Montgomery County School District. The district estimates approximately 25 mowings per year, per location. This estimate in no way guarantees the successful bidder will be paid for a certain number of mowings. The lawn shall be cut to a height of 3" +/- 1/4". Grass shall be cut when it reaches an overall height exceeding 5 1/2" +/- 1/4". Contractor will be required to cut grass following this protocol from July 1 through June 30 and will be paid per location, per mowing. Athletic field cut height will be specified per season and per sport.**

We reserve the right to award the bid to more than one vendor, if deemed in the best interest of the Board of Education.

Contractor shall work with the principal at each individual school to be sensitive to student movement and playground activity. Contractor shall notify the Director of Buildings and Grounds by 2:00 p.m. the day before each site will be cut. Contractor shall notify the Director or Assistant Director of Buildings and Grounds by 7:30 a.m. if unable to cut that day.

The Director of Facilities and Grounds and/or Deputy Superintendent of Support Operations/designee shall be responsible for inspecting the work performed. If deficiencies are noted, the awarded contractor shall have two working days to correct prior to re-inspection.

Montgomery County Schools reserves the right to deduct 25% from the unit price per mowing if deficiencies are not corrected.

Contractor shall maintain the cutting edge of all mowing equipment in sharp condition and proper adjustment. All mowing equipment shall be maintained in accordance with manufacturers' instructions and shall meet safety requirements specified. Equipment guards, shields, and mufflers shall be kept intact and capable of performing their intended functions.

All work shall be accomplished during the day from 7:00 a.m. to 8:00 p.m. (During Daylight)

Contractor shall not mow over debris and is required to pick up trash before mowing.

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**Lawn Mowing Contractor shall include the removal of grass and weeds (Roundup, Weed Kill, eg. if required) in cracks and under bleachers, etc. and in all finishing work around obstacles including, but not limited to trees, backstops, goals, drainage ditches, storm drains, manhole covers, fences, buildings, sidewalks, parking lots, playground equipment and curb and gutters. This work shall be completed during the time the grass is cut at each location. Contractor shall sweep or blow grass clippings off all walks, sidewalks, and curbs, buildings and other facilities. Each location shall be completed before starting work at another location.**

Contractor shall take all precautions necessary to avoid damaging obstacles including, but not limited to trees, plants, fences, signs, drain covers, sewer clean outs, playground equipment, lights, sprinkler systems, and turf, etc. Any damage caused by the contractor shall be repaired by the contractor at its expense, to the satisfaction of the Director of Buildings and Grounds. If damages are not repaired within 10 days, Montgomery County Schools will have the damages repaired at the Contractor's expense.

Contractor and its employees shall not enter the school building except when following official visitor protocols and with specific permission for any business need. Pursuant to KRS 160.380, The district requires contractors, contractors' employees, subcontractors and subcontractors' employees to submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and to have a letter, provided by the individual, from the Cabinet for Health and Family Services (CHFS) stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The contractor shall be responsible, at the contractor's cost, for providing the required background checks and letter from CHFS to the District prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty. Contractor shall be responsible for any barricades or protective equipment required by Contractor to make the work site safe. Contractor shall take every precaution while working on school grounds to insure the safety of students, school personnel, and the public. Montgomery County Schools considers a safe zone to cut from children to be 100 yards. Failure to maintain a safe distance and speed from children is considered a Breach of Contract and grounds for termination.

Contractor shall request assistance by the Director of Buildings and Grounds to move students to other areas so that the turf can be cut.

Contractor shall remove keys, or make equipment inoperable when not being attended by its operator.

All Bidders must submit with their bid a copy of their Kentucky Weed Control / Applicators Certificate. Bids submitted without this certification shall not be considered.

#### **AWARDING OF CONTRACT(S)**

It is the intention of the board to award the contract(s) based on the best-evaluated bid as listed on the Bid Form. The board reserves the right to award contracts on an individual and total basis. The Board of Education has the right to reject any and all proposals if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

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Overall Cost (May be looked at on an individual school, group basis, and/or total basis) 90%

References 10%

Total 100%

*Overall Cost Calculation:*

The Overall Cost figure shall be arrived at by awarding the low bidder a score of 90 points. The other bidders shall be awarded a percentage of the total using the low priced bidder as the baseline.

i.e. Bidder A bids \$100.  
Bidder B bids \$110.

Bidder A receives 80 points.

Bidder B receives points as follows:  $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 90 = 81$  points

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**References:**

A list of three existing customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 1-10 please rank this company". The three scores shall be averaged and this average will be the bidders score. If a bidder is greater than 10 points from the lead bidder, this bidder's references shall not be contacted. Note: If a current vendor of the board of education - the board reserves the right to provide the sole score.

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact** \_\_\_\_\_

**Email Address** \_\_\_\_\_

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**LAWN MOWING**  
**Montgomery County School District**

**BID FORM - PAGE 1**

Having carefully examined the instructions to bidders and all specifications on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein. *\*Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, 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.*

Addenda \_\_\_\_\_ (Insert the addenda numbers received or the word “none” if no addenda received.)

**EXCEPTIONS:**

**OPTION #1 – Individual Locations**

SEE MAPS

LOCATION	PRICE PER MOWING	MAP AREA
Camargo Elementary		1
Mapleton Elementary		2
Mt. Sterling Elementary		3
Northview Elementary School		4
McNabb Middle School		5
Montgomery County High School Campus (Includes Central Office)		6
ELC		7
Bus Garage		8
Practice Field at Mapleton Elementary		2
Softball Field at Mt. Sterling Elementary		3
Baseball Field behind McNabb Middle School		5
Inside of High School Track field		6
<b>Total Base Bid</b>		

The following sections shall not be used in the evaluation for the awarding of contracts.

**OPTION #2 – Additional Mowing**

LOCATION	PRICE PER MOWING	MAP AREA
Clay Community Center		9



**BID FORM - PAGE 2**

**OPTION #3 – Additional Materials/Services**

<b>Description</b>	<b>Price</b>
Unit Price for mulch application (per ton)	_____
Unit Price for herbicide application (per hour)	_____

We, the undersigned hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Company \_\_\_\_\_  
Contact/Title \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Web Address \_\_\_\_\_  
Payment Terms: \_\_\_\_\_  
Authorized Bidder's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_ Coverage Amount: \_\_\_\_\_

**INSURANCE CARRIER PROOF AND COVERAGE AMOUNT WILL BE REQUIRED FOR SUCCESSFUL BIDDERS**

**Upon Bid Submittal Bidder Shall Provide the Following:**

- Completed Attached Bid Form(pg.16-17)
- Three Work References (with company names, address, phone #'s, contact names and e-mail addresses)(pg.15)
- Proof of Required Insurance
- Signed and Dated Conflict of Interest Form(pg.18)
- Kentucky Weed Control / Applicators Certificate (for weed kill applications)
- Required Affidavit for Bidders and Contractors claiming resident bidder status (pg. 19)
- W-9 (pg.20)

**CONFLICT OF INTEREST**

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. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. 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.
6. All contractors, subcontractors, and employees must pass background checks prior to initial work upon grounds, and then annually. A listing of any and all employees including contractors and subcontractors to be on any school ground will be required prior to working. Any changes to this list must be updated prior to any employee or worker being on school property.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**

Montgomery County School District  
640 Woodford Drive  
Mount Sterling, KY 40353  
(859) 497-8760

**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 45A.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.

_____ Signature	_____ Printed Name
_____ Title	_____ Date
Company Name	_____
Address	_____
	_____
	_____

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

Montgomery County School District  
640 Woodford Drive  
Mount Sterling, KY 40353  
(859) 497-8760

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p> <hr/>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																											
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*